

APPENDIX COLLOCATION

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APPENDIX COLLOCATION

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for Collocation provided by MID-PLAINS and CLEC.

2. DEFINITIONS

- 2.1 **"Active Central Office Space"** denotes the existing, central office switchroom space, which can be designated for physical or virtual collocation, with sufficient infrastructure systems. Also denotes central office space that may contain obsolete unused equipment.
- 2.2 **"Adjacent Structure"** is a Collocator provided structure placed on MID-PLAINS' property adjacent to an Eligible Structure. This arrangement is only permitted when space is legitimately exhausted inside the Eligible Structure and to the extent technically feasible.
- 2.3 **"Augment"** is a request from a Collocator to add equipment, cable, and/or Collocation services to an existing physical collocation arrangement.
- 2.4 **"Caged Physical Collocation"** is a cage or similar structure (not including a top) enclosing Collocator's dedicated collocation space in which a Collocator may install its telecommunications equipment.
- 2.5 **"Cageless Physical Collocation"** is a Collocation arrangement, provided in single bay increments, and does not require the construction of a cage or similar structure.
- 2.6 **"Collocation Area for Physical Collocation"** is the common area providing access to an area surrounding the Collocator's dedicated space as well as the space dedicated to Collocators.
- 2.7 **"COBO"** the Central Office Build Out that represents the typical conditioning costs (not to include Extraordinary build out Expenses) to make an unused Premises space suitable for a collocation arrangement (Dedicated Collocation Space) in MID-PLAINS.
- 2.8 **"Collocator"** is any individual, partnership, association, joint-stock company, trust corporation, or governmental entity or any other entity who is collocated in

Utility location, for purposes of Interconnection with the Utility or access to Unbundled Network Elements (UNE).

- 2.9 **"Dedicated Collocation Space"** is the space dedicated for the Collocator's physical collocation arrangement located within a MID-PLAINS' Eligible Structure.
- 2.10 **"Delivery Date"** the date upon which the CLEC or Requesting Carrier will be provided the collocated space or Dedicated Collocation Space in MID-PLAINS.
- 2.11 **"Eligible Structure"** is a MID-PLAINS Central Office.
- 2.12 **"Extraordinary Costs"** or extraordinary expenses include such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, individualized DC power system infrastructure needs, increasing the capacity of the AC system, or the existing commercial power facility requirements, installation, maintenance, repair, monitoring of securing measures, conversion of non-collocation space, compliance with federal and state requirements or other modifications required by local ordinances in MID-PLAINS.
- 2.13 **"Individual Case Basis (ICB)"** is a pricing method used for services that are not tariffed or are not standard offerings or configurations.
- 2.14 **"Infrastructure Systems"** include, but are not limited to, structural components, such as floors capable of supporting equipment loads, heating, ventilating and air conditioning ("HVAC") systems, electrical systems (AC power), power distribution via frames or bays, including but not limited to Battery Distribution Fuse Bays ("BDFBs"), high efficiency filtration, humidity controls, remote alarms, compartmentation, and smoke purge.
- 2.15 **"Occupancy date"** the date that MID-PLAINS may begin billing recurring charges and the Dedicated Collocation Space is made available for occupancy by the CLEC or Requesting Carrier.
- 2.16 **"Other Central Office Space"** denotes the space within the central office which can be designated for physical collocation where infrastructure systems do not currently exist and must be constructed.
- 2.17 **"Premises"** means MID-PLAINS' central offices and serving wire centers; all buildings or similar structures owned, leased or otherwise controlled by MID-PLAINS that house its network facilities; all structures that house MID-PLAINS' facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise

controlled by MID-PLAINS that is adjacent to these central offices, wire centers, buildings and structures.

- 2.18 **"Preparation Charges"** are the charges applicable to the preparation of MID-PLAINS' Premises for Collocation, including any COBO charges, cage enclosure charges, and extraordinary charges or expense.
- 2.19 **"Point of Termination (POT)"** denotes the point of demarcation, within an Eligible Structure at which the MID-PLAINS' responsibility for the provisioning of service ends.
- 2.20 **"Shared Physical Collocation Cage"** is a caged dedicated collocation space that is shared by two or more Collocators within the MID-PLAINS' Eligible Structure.
- 2.21 **"TDS TELECOM Collocation Guidelines"** is a publication provided to the CLECs which provides information on how to order collocation arrangements from MID-PLAINS. The document also provides information about MID-PLAINS' collocation processes and requirements.
- 2.22 **"Technically Feasible"** - A collocation arrangement is technically feasible if, in accordance with either national standards or industry practice, there is no significant technical impediment to its establishment.
- 2.23 **"Unused Space"** denotes any space in the Eligible Structure which is not occupied by MID-PLAINS' personnel and/or occupied by or reserved for MID-PLAINS' network equipment including affiliates and 3rd parties.
- 2.24 **"Virtual Collocation"** is as defined by 47 C.F.R. 51.5 and 47 C.F.R. 51.323.

3. PURPOSE AND SCOPE OF AGREEMENT

- 3.1 The Parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with the State Commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other forum to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 3.2 Nothing in this Agreement requires MID-PLAINS to permit collocation of equipment used solely for switching (e.g. 5ESS, DMS 100, etc.) or solely to provide enhanced services; provided, however, that MID-PLAINS may not place any limitations on ability of Collocator to use all features, functions, and capabilities of collocated equipment including switching and routing features and functions and enhanced services functionalities if such equipment is necessary for

access to UNEs or for interconnection with MID-PLAINS' network. MID-PLAINS may require Collocator's employees to undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees, or third party contractors providing similar functions must undergo; provided that MID-PLAINS may not require Collocator's employees to receive such training from MID-PLAINS itself, but must provide information to Collocator on the specific type of training required so Collocator's employees can conduct their own training.

3.3 Submission to State Commission

3.3.1 The effectiveness of this Agreement is conditioned upon the unqualified approval of this Agreement, whether as a result of an approval process or by operation of law, under 47 U.S.C. 252(a)(1).

3.4 Failure to Receive Approval

3.4.1 In the event that this Agreement does not receive such unqualified approval, this Agreement shall be void upon written notice of either Party to the other after such regulatory action becomes final and unappealable. Thereafter Collocator may request to begin negotiations again under 47 U.S.C. 251. Alternatively, MID-PLAINS and Parties may both agree to modify this Agreement to receive such approval, but neither shall be required to agree to any modification. Any agreement to modify shall not waive the right of either Party to pursue any appeal of the ruling made by any reviewing regulatory commission.

3.5 Preparation Prior to Regulatory Approval

3.5.1 Upon the written request of Collocator, MID-PLAINS shall consider an application for collocation space submitted prior to receiving the approval required by Section 3.3. Upon such an election, this Agreement shall become effective but only insofar as to be applicable to the consideration of an application for collocation space. In the event that the Agreement does not become fully effective as contemplated by this Section, Collocator shall not be entitled to any refund or return of any such payments beyond any portion of the charges paid but not attributable to costs incurred by MID-PLAINS. To the extent that MID-PLAINS has incurred preparation costs not included within any payment made by Collocator, Collocator shall pay those costs within thirty (30) days of notice by MID-PLAINS.

3.6 Price Quote or Response Intervals are as follows and will run concurrent with the ten (10) day notification interval for availability of space. The Price Quote (Quotation) Interval relates to the period in which MID-PLAINS will provide the

CLEC with a quotation of rates and a Construction Interval for the desired arrangement. The Response Interval is the time period at the end of which MID-PLAINS must advise the CLEC if space is available for the Collocation arrangement requested.

4. GENERAL OFFERINGS

- 4.1 Except where physical collocation is not practical for technical reasons or because of space limitations, MID-PLAINS will provide physical collocation to CLEC for the purpose of interconnecting with MID-PLAINS' network or for obtaining access to MID-PLAINS' unbundled network elements pursuant to 47 U.S.C. 251(c). Physical collocation shall be provided on a non-discriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act (including 47 U.S.C. 251(c)(6), and applicable FCC rules thereunder. MID-PLAINS' physical collocation offering includes the following:

4.1.1 Caged Physical Collocation

- 4.1.1.1 CLEC may apply for Caged Physical Collocation with a minimum initial enclosed space of 100 square feet and may apply for subsequent space in increments of 50 square feet. The caged serving arrangement is an area designated by MID-PLAINS within an Eligible Structure to be used by a CLEC for the sole purpose of installing, maintaining and operating Collocator provided equipment. MID-PLAINS will provide floor space, floor space conditioning, cage common systems and safety and security on a per square foot basis. MID-PLAINS will prorate the charge for site conditioning and preparation undertaken to construct or condition the collocation space so the first Collocator in a MID-PLAINS' premise will not be responsible for the entire cost of site preparation.

4.1.2 Shared Caged Collocation

- 4.1.2.1 Upon request, MID-PLAINS shall provide CLEC Shared Caged Collocation in any Unused Space on an individual case basis (ICB). "Shared Caged Collocation" is caged Physical Collocation space shared by CLEC and one or more other CLECs pursuant to terms and conditions agreed upon by such carriers.

4.1.3 Cageless Physical Collocation

- 4.1.3.1 Subject to technical feasibility and security requirements, MID-PLAINS will allow CLEC to collocate in any unused space

(space that is vacant and does not contain MID-PLAINS' equipment, is not reserved for growth, is not used for administrative or other functions, and is not needed for access to, egress from, or work within occupied or reserved space, provided that unused space will be administered on a non-discriminatory basis, that is to the extent that MID-PLAINS, has or would move administrative or other functions to accommodate its own equipment, it will do so for CLEC) in MID-PLAINS' Eligible Structure (eg. Central Office), without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to CLEC's dedicated space. MID-PLAINS will designate the space to be used for cageless collocation. MID-PLAINS may require CLEC to use a central entrance to the building in which the cageless collocation is provided, but may not require construction of a new entrance for CLEC's or other collocating carriers' use, and once inside the building, MID-PLAINS must permit CLEC to have direct access to CLEC's equipment.

- 4.1.3.1.1 Collocator will install their own bay(s) by a MID-PLAINS approved vendor. MID-PLAINS will provide space for the bay(s) in either a Standard Bay arrangement of 10 sq. ft. or a Non-Standard Bay arrangement of 18 sq. ft. The standard bay and non-standard bay dimensions are as follows:
- 4.1.3.1.2 Standard bay dimensions cannot exceed 7'0" high, and 23" interior width, 26" exterior width, and up to 15" deep.
- 4.1.3.1.3 Non-standard bay dimensions cannot exceed 7'0" high, 36" in width, and up to 36" in depth.
- 4.1.3.1.4 MID-PLAINS prefers that the equipment mounted in the bay be flush mounted with the front of the bay, however the equipment must not be mounted beyond the lower front kick plate (normally 5") for appropriate egress. The total depth of bay, including equipment, should not exceed 15" for a standard bay.
- 4.1.3.2 MID-PLAINS may not require CLEC to use an intermediate interconnection arrangement (i.e., a POT bay) that simply increases collocation costs without a concomitant benefit directly to CLEC, in lieu of direct connection to MID-PLAINS' network if technically feasible. In addition, MID-PLAINS may not

require CLEC to collocate in a room or isolated space, separate from MID-PLAINS' own equipment, which only serves to increase the cost of collocation and decrease the amount of available collocation space. MID-PLAINS may take reasonable steps to protect its own equipment, such as, but not limited to, enclosing MID-PLAINS' equipment in its own cage, and other reasonable security measures examples of which are described herein. MID-PLAINS may utilize reasonable segregation requirements that do not impose additional cost on CLEC.

- 4.1.3.3 MID-PLAINS must make cageless collocation space available in single-bay increments, meaning that CLEC can purchase space in single bay increments. MID-PLAINS will prorate the charge for site conditioning and preparation undertaken to make site usable for collocation so that each collocator will pay only the portion of the preparation and conditioning costs in the same ratio that its collocation space bears to the entire amount of space prepared and conditioned.

4.1.4 Adjacent Structure Collocation

- 4.1.4.1 When space is exhausted inside a MID-PLAINS' Eligible Structure, MID-PLAINS shall permit Adjacent Structure Collocation, to the extent technically feasible, on an individual case basis (ICB). The determination of exhaustion is subject to dispute resolution by the Commission.

- 4.2 All requests for Other Physical Collocation arrangements will be considered on a case-by-case basis (ICB).
- 4.3 The Collocator's MID-PLAINS approved vendor will be permitted access to the MID-PLAINS' Main Distribution Frame and/or other interconnection points for placement and termination of interconnection cabling and the cabling arrangement to provide grounding for equipment. Collocator must use a MID-PLAINS approved power installation vendor to place power cable leads from the Collocator's dedicated space to MID-PLAINS' Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever is applicable
- 4.4 MID-PLAINS shall permit Collocator to place its own connecting transmission facilities within MID-PLAINS' Eligible Structure in the Physical Collocation space, without requiring the Collocator to purchase any equipment or connecting facilities solely from MID-PLAINS, subject to safety limitations as set out in Section 6.4.

- 4.5 MID-PLAINS shall allow a direct cable connection between one Collocator provided facility to a separate Collocator provided facility within the same MID-PLAINS wire center provided the Collocators are interconnected with MID-PLAINS' network. Available connections include copper cable, coaxial cable, and fiber optic cable.
- 4.5.1 MID-PLAINS will designate the route, place cable racking (if applicable) and provide space to be used for such facilities. MID-PLAINS shall permit Collocator's MID-PLAINS approved vendor to construct such facilities using copper or optical fiber facilities subject to the same reasonable safety requirements that MID-PLAINS imposes on its own equipment and facilities, without requiring the Collocator to purchase any equipment or connecting facilities solely from MID-PLAINS.
- 4.6 CLEC shall not have access to MID-PLAINS' Main Distribution Frame and/or Intermediate Distribution Frame. As provided herein, MID-PLAINS may require reasonable security arrangements to protect its equipment and ensure network reliability. Except as provided below, MID-PLAINS may only impose security arrangements that are as stringent as the security arrangements that MID-PLAINS maintains at its own premises for its own employees or authorized contractors. MID-PLAINS must allow CLEC to access its installed physical collocation equipment 24 hours a day, seven days a week, in MID-PLAINS' Eligible Structures without delaying a CLEC's employees' entry into MID-PLAINS' Eligible Structure. Reasonable security measures that MID-PLAINS may adopt include, but are not limited to, the following:
- 4.6.1 Installing security cameras or other monitoring systems; or
- 4.6.2 Requiring CLEC personnel to use badges with computerized tracking systems; or
- 4.6.3 Requiring CLEC employees to undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees, or third party contractors providing similar functions, must undergo; provided, however, that MID-PLAINS may not require CLEC employees to receive such training from MID-PLAINS itself, but must provide information to CLEC on the specific type of training required so CLEC's employees can conduct their own training.
- 4.6.4 MID-PLAINS may take reasonable steps to protect its own equipment, such as enclosing the equipment in a cage.
- 4.7 Relocation – In the event MID-PLAINS determines it necessary for Dedicated Collocation Space to be moved within the Eligible Structure in which the Dedicated Collocation Space is located or to another Eligible Structure, CLEC is

required to do so. Such relocation shall be on a non-discriminatory basis, including relocation of MID-PLAINS' own equipment. If such relocation arises from circumstances beyond the reasonable control of MID-PLAINS, including condemnation or government order or regulation, MID-PLAINS may charge CLEC, in the same manner as provided for in this Appendix, for the cost of preparing the new dedicated collocation space at the new location. Otherwise MID-PLAINS shall be responsible for any reasonable preparation costs and any reasonable costs incurred by CLEC directly in connection with such relocation.

- 4.8 In the event that CLEC requests that the Dedicated Collocation Space be moved within the MID-PLAINS' Eligible Structure or to another Eligible Structure, MID-PLAINS shall permit CLEC to relocate the Dedicated Collocation Space, subject to the availability of space and associated requirements. CLEC shall be responsible for all charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Dedicated Collocation Space and the new Wire Center as applicable.
- 4.9 CLECs will conduct background checks of their personnel and technicians who will have access to the Collocation Area. CLEC technicians will be security qualified by the CLEC and will be required to be knowledgeable of MID-PLAINS' security standards. CLEC personnel and technicians will undergo the same level of security training, or its equivalent, that MID-PLAINS' own employees and authorized contractors must undergo. MID-PLAINS will not, however, require CLECs to receive security training from MID-PLAINS. CLECs can then provide their employees with their own security training.
- 4.10 CLECs and MID-PLAINS will each establish disciplinary procedures up to and including dismissal or denial of access to the Eligible Structure and other MID-PLAINS' property for certain specified actions that damage, or place the equipment, facilities, or the network or personnel of the CLECs or MID-PLAINS in jeopardy. The following are actions that could damage or place the Eligible Structure, or the network or the personnel of the CLECs or MID-PLAINS, in jeopardy and may justify disciplinary action up to and including dismissal or the denial of access to the Eligible Structure and other MID-PLAINS' property:
 - 4.10.1 Theft or destruction of MID-PLAINS' or any CLEC's property.
 - 4.10.2 Use or attempted use/sale of alcohol or illegal drugs on MID-PLAINS' property.
 - 4.10.3 Industrial espionage.
 - 4.10.4 Threats or violent acts against other persons on MID-PLAINS' property.

- 4.10.5 Knowing violations of any local, state or federal law on MID-PLAINS' property.
- 4.10.6 Permitting unauthorized persons access to MID-PLAINS' or CLEC's equipment on MID-PLAINS' property.
- 4.10.7 Carrying a weapon on MID-PLAINS' property.
- 4.11 In addition, the CLEC and MID-PLAINS will take appropriate disciplinary steps as determined by each Party to address any violations reported by MID-PLAINS or the CLEC of MID-PLAINS' policies and practices on security, safety, network reliability, and business conduct as defined in the TDS TELECOM Collocation Guidelines, provided that such information and any and all updates to it are timely provided to the CLEC.
- 4.12 CLECs will provide indemnification and insurance as set forth in this Agreement to cover any damages caused by the CLEC's technicians at a level commensurate with the indemnification and insurance provided by MID-PLAINS' authorized contractors with equivalent access. The indemnification provisions and requirements are reciprocal to MID-PLAINS as well.
- 4.13 MID-PLAINS may use reasonable security measures to protect its equipment, including, but not limited to, enclosing its equipment in its own cage, the use of security cameras or other monitoring devices, badges with computerized tracking systems, identification swipe cards, keyed access, and/or logs, as appropriate for the Eligible Structures where physical collocation will take place.

5. SPACE AVAILABILITY

- 5.1 At the request of CLEC, MID-PLAINS will provide space for physical collocation as described above. MID-PLAINS is not required to provide physical collocation at a particular Eligible Structure if it demonstrates that physical collocation is not practical for technical reasons or because of space limitations. In such cases, MID-PLAINS will make a good faith effort to negotiate other methods of interconnection and access to unbundled network elements to the extent technically feasible.
- 5.2 MID-PLAINS will provide physical collocation arrangements in Eligible Structures and on its Premises on a "first-come, first-served" basis. The determination whether there is sufficient space to accommodate Physical Collocation at a particular Eligible Structure or at a particular Premise will be made initially by MID-PLAINS. MID-PLAINS will notify Collocator as to whether its request for space is been granted or denied due to a lack of space within ten (10) calendar days from receipt of a Collocator's accurate and complete Physical Collocation Application. If MID-PLAINS determines that Collocator's

Physical Collocation Application is unacceptable, MID-PLAINS shall advise Collocator of any deficiencies within this ten (10) day period. MID-PLAINS shall provide Collocator with sufficient detail so that Collocator has a reasonable opportunity to cure each deficiency. Collocator must cure any deficiencies in its Application and resubmit such Application within ten (10) calendar days after being advised of deficiencies.

5.2.1 When space for physical collocation in a particular Eligible Structure is not available, MID-PLAINS shall place CLEC on the waiting list for collocation in a particular Eligible Structure according to the date CLEC submitted its application for physical collocation in that Eligible Structure.

5.3 If MID-PLAINS contends space for physical collocation is not available in an eligible structure, MID-PLAINS must allow CLEC to tour the entire central office in question, not just the area in which space was denied, without charge, within ten business days, or such later date as mutually agreed, of the receipt of MID-PLAINS' denial of space. Prior to taking a tour, each representative must execute and deliver to MID-PLAINS a standard nondisclosure agreement. In no event shall any camera or other video/audio-recording device be brought on or utilized during any tour of a MID-PLAINS' Premises.

5.3.1 If CLEC disputes MID-PLAINS' determination, CLEC can elect a review to be made by a mutually agreed to third party engineer, under a non-disclosure agreement. All costs of the third-party inspection, including but not limited to all payments to the third-party engineer in connection with the inspection, shall be shared equally by MID-PLAINS and CLEC. The engineer shall take into consideration MID-PLAINS' planned use for the Eligible Structure under review, and to the extent it can be determined, collocator space and how it is used.

5.3.2 If MID-PLAINS denies a Collocator's request for Physical Collocation because of space limitations and, after touring the applicable Eligible Structure, the Parties are unable to resolve the issue of whether the denial of space was proper, MID-PLAINS shall, in connection with any complaint filed by Collocator, file with the appropriate Commission detailed floor plans or diagrams of such Eligible Structure along with whatever additional information has been ordered by such Commission, subject to protective order. These floor plans or diagrams must show what space, if any, MID-PLAINS or any of its affiliates has reserved for future use, and must describe in detail the specific future uses for which the space has been reserved and the length of time for each reservation.

5.4 Upon request, MID-PLAINS shall provide to the requesting carrier a report indicating the available collocation space in a particular MID-PLAINS Eligible Structure.

- 5.5 Except as provided in Section 5.7 below, MID-PLAINS is not required to lease or construct additional space to provide for physical collocation when existing space has been exhausted. Moreover, MID-PLAINS is not required to, nor shall this Appendix create any obligation or expectation, to relinquish used, or forecasted space to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy any request for additional space or the placement of CLEC equipment or facilities, whether through an initial request for physical collocation or a subsequent request for more space in an Eligible Structure. MID-PLAINS and CLEC shall not unreasonably warehouse forecasted space.
- 5.6 To the extent possible, MID-PLAINS will make contiguous space available to CLEC if CLEC seeks to expand an existing physical collocation arrangement and such request meets MID-PLAINS' non-discriminatory practices regarding efficient space utilization.
- 5.7 When planning renovations of existing Eligible Structures or constructing or leasing new Eligible Structures, MID-PLAINS will take into account future demand based upon its knowledge of CLEC demand for Collocation. CLEC will provide MID-PLAINS with a two (2)-year rolling forecast of its requirements for Collocation that will be reviewed jointly on a per request basis by the Parties.
- 5.8 MID-PLAINS may retain a limited amount of floor space for MID-PLAINS' own specific future uses for a time period on terms no more favorable to MID-PLAINS for like equipment than those that apply to other telecommunications carriers, including CLEC, seeking to reserve Collocation space for their own future use. Except for space needed for switching equipment "turnaround" (e.g., the installation of new switching equipment to replace then-existing switching equipment), other telecommunications equipment and infrastructure, if any, and/or otherwise permitted or directed by applicable rule or order, MID-PLAINS will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless MID-PLAINS proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, MID-PLAINS and CLEC will attempt to reach a mutually agreeable alternative method of interconnection.
- 5.9 At the request of the Commission or CLEC, MID-PLAINS shall remove any obsolete and unused equipment (e.g., "retired in-place") from its Premises. MID-PLAINS shall be permitted to recover the cost of removal and/or relocation of such equipment if MID-PLAINS incurs expenses that would not otherwise have been incurred.
- 5.10 MID-PLAINS may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Report and Order (96-325); provided, however, that MID-PLAINS shall not set a maximum space limitation on CLEC unless MID-

PLAINS proves to the Commission that space constraints make such restrictions necessary.

6. ELIGIBLE EQUIPMENT FOR COLLOCATION

- 6.1 In accordance with Section 251(c)(6) of the Telecommunications Act, CLEC may collocate equipment "necessary for interconnection or access to unbundled network elements." For purposes of this section, "necessary" shall be as defined by the FCC or the Commission.
- 6.2 MID-PLAINS will not allow collocation of stand-alone switching equipment, equipment used solely for switching, or any enhanced services equipment. For purposes of this section, "stand-alone" is defined as any equipment that can perform switching independently of other switches or switching systems. "Stand-alone switching equipment" includes, but is not limited to, the following examples: (1) equipment with switching capabilities included in 47 C.F.R. section 51.319(c); (2) equipment that is used to obtain circuit switching capabilities, without reliance upon a host switch, regardless of other functionality that also may be combined in the equipment; (3) equipment that is used solely, fundamentally, or predominately for switching and does not meet any of the above-described categories of equipment that MID-PLAINS voluntarily allows to be collocated; and (4) equipment with the functionality of a class 4 or 5 switch including, without limitation, the following: Lucent Pathstar, 5E, 4E, or 1A switch; DMS 10, 100, 200, or 250 switch; Ericsson AXE-10 switch; Siemens EWSD; and any such switch combined with other functionality.
- 6.3 MID-PLAINS does not assume any responsibility for the installation, furnishing, designing, engineering, or performance of the Collocator's equipment and facilities.
- 6.4 All types of equipment placed in MID-PLAINS' Eligible Structures or on its Premises by Collocators must meet the MID-PLAINS' minimum safety standards. The minimum safety standards are as follows: (1) equipment complying Telecordia NEBS Level 1 or, (2) Collocator must demonstrate that its equipment has a history of safe operation defined by installation in an ILEC Premise (including MID-PLAINS) prior to January 1, 1998 with no known history of safety problems.
- 6.5 MID-PLAINS will not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that MID-PLAINS applies to its own network equipment. MID-PLAINS will not object to the collocation of equipment on the ground that the equipment fails to comply with Network Equipment and Building Specifications performance standards or any other performance standards.

- 6.6 In the event that MID-PLAINS denies Collocation of Collocator's equipment, citing minimum safety standards, MID-PLAINS will provide within five (5) business days of the denial a list of MID-PLAINS' equipment placed since January 1, 1998 within the network areas of any Eligible Premise for which Collocation was denied together with an affidavit attesting that all of such MID-PLAINS' equipment met or exceeded the then current minimum safety standards when such equipment was placed in the Eligible Premise.
- 6.7 In the event Collocator submits an application requesting collocation of certain equipment and MID-PLAINS determines that such equipment is not necessary for interconnection or access to UNEs, Collocator may collocate the equipment, provided Collocator timely disputes such determination by MID-PLAINS, unless and until the dispute is resolved. If the Parties do not resolve the dispute, MID-PLAINS or Collocator may file a complaint at the Commission seeking a formal resolution of the dispute. If Collocator has already collocated equipment and a dispute has not been timely filed or the dispute is resolved in favor of MID-PLAINS, the Collocator must remove the equipment from the collocation space within ten (10) days of written notice from MID-PLAINS. Collocator will be responsible for the removal and all resulting damages.

7. DEDICATED COLLOCATION SPACE CHARGES

7.1 Physical Collocation Space

7.1.1 For each Eligible Structure in which Collocator desires to physically collocate equipment, Collocator must submit a Physical Collocation Application. The Physical Collocation application must also be used for each subsequent request to place equipment in an Eligible Structure so as to enable MID-PLAINS to analyze impacts on floor load requirements, HVAC requirements, power plant requirements and environmental or safety issues.

7.1.2 In MID-PLAINS the installation interval begins on the date of CLEC's application.

7.2 MID-PLAINS will contract for and perform the construction and preparation activities necessary to prepare the Dedicated Space using the same or consistent practices that are used by MID-PLAINS for other construction and preparation work performed in the Eligible Structure.

7.2.1 Notwithstanding the above, MID-PLAINS will permit CLEC to subcontract the construction of Physical Collocation arrangements with contractors approved by MID-PLAINS, provided that MID-PLAINS will not unreasonably withhold approval of contractors.

7.2.1.1 Certification will be based on the same criteria MID-PLAINS uses in certifying contractors for its own purposes.

7.3 Recurring/Non-Recurring charges - Collocator shall pay MID-PLAINS all associated non-recurring and (recurring) charges per month for use of the Physical Collocation Space. These charges may be generated on an ICB basis or may be contained in the Appendix Pricing. The recurring monthly charges for each Physical Collocation Space shall stay fixed for the term of this Appendix unless modified upon re-negotiation of the Interconnection Agreement and/or pursuant to a Commission order.

7.3.1 An ICB quote is prepared by MID-PLAINS to estimate non-recurring and recurring charges associated with the requested Physical Collocation Space where an Appendix Pricing rate element does not exist. This ICB quote is prepared specifically for collocation requests and is not associated in any way with the Bona Fide Request (BFR) process used to request UNEs or other unique items not contained in a Collocator's Interconnection Agreement. The ICB quote will be subject to true-up one hundred-twenty (120) calendar days following the job completion date.

7.4 CLEC shall pay its proportionate share of any reasonable security arrangements MID-PLAINS employs to protect MID-PLAINS' equipment and ensure network reliability.

7.5 MID-PLAINS requires, before any obligation by MID-PLAINS to begin any preparation work associated with the Dedicated Collocation Space that CLEC shall pay MID-PLAINS fifty percent (50%) of the COBO charge. Twenty-five percent (25%) of the COBO charge is due at the midpoint of the preparation of the Dedicated Collocation Space with the remaining twenty-five percent (25%) of the COBO charge due upon completion of the Dedicated Collocation Space. Any extraordinary expenses, if applicable, must be agreed to by the CLEC prior to actual commencement of the physical construction of the Dedicated Collocation Space.

7.6 Occupancy Conditioned on Payment - MID-PLAINS shall not permit CLEC to have access to the dedicated collocation space for any purpose other than inspection during construction of CLEC's dedicated physical collocation space until the space is completed, MID-PLAINS has timely billed and MID-PLAINS is in receipt of complete payment of the Preparation Charge and any Custom Work charges and/or applicable COBO. If the space is completed and timely billing has not been made, MID-PLAINS shall permit CLEC to have access to the dedicated collocation space upon receipt of the first two payments of the Preparation Charge and any Custom Work charges and/or applicable COBO with final payment due upon receipt of the bill.

- 7.7 In the event that the CLEC determines that it does not require the Dedicated Space, or terminates this Agreement, after MID-PLAINS has begun preparation of the Dedicated Collocation Space but before MID-PLAINS has been paid the entire amounts due under this Article, then CLEC shall reimburse MID-PLAINS for the non-recoverable costs less estimated net salvage. Non-recoverable costs include the non-recoverable cost of equipment and material ordered, provided or used; the non-recoverable cost of installation and removal, including the costs of equipment and material ordered, provided or used; labor; transportation and any other associated costs, but only to the extent such costs would have been recoverable had CLEC taken the Dedicated Space.
- 7.8 Late Payment Charge - In the event that any charge is not paid when due, the unpaid amounts shall bear interest in accordance with the General Terms and Conditions of this Agreement.
- 7.9 Charges will begin to accrue on the Effective Billing Date - The Effective Billing Date is the date MID-PLAINS made the Dedicated Collocation Space available to CLEC.
- 7.10 The monthly recurring charge(s) shall begin to apply within, but no later than 30 days from the date that MID-PLAINS has turned over the Dedicated Space to the CLEC, regardless of any failure by CLECs to complete its work. The fact that MID-PLAINS may have additional work to perform after CLEC does complete its work shall not bar the start of such charges.

8. USE OF DEDICATED COLLOCATION SPACE

- 8.1 Nature of Use - The Dedicated Collocation Space is to be used by CLEC for purposes of collocating equipment and facilities within MID-PLAINS' Eligible Structure for interconnection with MID-PLAINS' network, pursuant to 47 U.S.C. 251(c)(2), and for obtaining access to MID-PLAINS' unbundled network elements, pursuant to 47 U.S.C. 251 (c)(3). Consistent with the nature of the Eligible Structure and the environment of the Dedicated Collocation Space, CLEC shall not use the Dedicated Collocation Space for office, retail, or sales purposes. No signage or markings of any kind by CLEC shall be permitted on the Eligible Structure or on the grounds surrounding the Premises.
- 8.2 A list of proposed CLEC Telecom Equipment that will be placed within the Dedicated Space shall be set forth on the CLEC's Physical Collocation application, which includes associated power requirements, floor loading, and heat release of each piece of CLEC Telecom Equipment. After CLEC has information concerning the exact Dedicated Space to be made available, CLEC will provide a complete and accurate list of such CLEC Telecom Equipment for review. CLEC shall not place or leave any other equipment or facilities within the

Dedicated Space without the express written consent of MID-PLAINS.

- 8.3 In the event that subsequent to the submission of the Physical Collocation application and its complete and accurate list of CLEC Telecom Equipment with the required technical information, CLEC desires to place in the Dedicated Space any telecommunications equipment or such ancillary telecommunications facilities not so set forth in the complete and accurate list provided by the CLEC pursuant to Section 8.2, CLEC shall furnish to MID-PLAINS a new Physical Collocation application and any Applicable charges to cover such equipment or facilities. Thereafter, consistent with its obligations under the Act and applicable FCC and Commission rules, orders, and awards, MID-PLAINS may provide such written consent or may condition any such consent on any additional charges arising from the request, including any applicable fees and any additional requirements such as power and environmental requirements for such requested telecommunications equipment and/or facilities. Upon the execution by both MID-PLAINS and CLEC of a final list and description and receipt by MID-PLAINS of payment of any applicable non-recurring charges, the Physical Collocation arrangement shall be deemed to have been amended and such requested telecommunications equipment and/or facilities shall be included within "CLEC Telecom Equipment."
- 8.4 CLEC may use the Dedicated Space for placement of CLEC telecommunications equipment that is necessary ("used or useful") for interconnection or access to UNE's. CLEC's employees, agents and contractors shall be permitted access to the Dedicated Space at all times, provided that CLEC's employees, agents and contractors comply with MID-PLAINS' policies and practices pertaining to fire, safety and security. CLEC agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space.
- 8.5 CLEC Telecom Equipment, CLEC operating practices, or other activities or conditions attributable to CLEC that represent a demonstrable threat to MID-PLAINS' network, equipment, or facilities, including the Eligible Structure, or to the network, equipment, or facilities of any person or entity located in the Eligible Structure, are strictly prohibited.
- 8.6 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS, the Parties agree to the following:
- 8.6.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.
- 8.6.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services.

However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

- 8.6.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.
- 8.7 Subject to the limitations and restrictions of this Appendix, CLEC may place or install in or on the Dedicated Space such fixtures and unpowered facilities as it shall deem desirable for the proper use of the Dedicated Space as described above. Personal property, fixtures and unpowered facilities placed by CLEC in the Dedicated Space shall not become a part of the Dedicated Space, even if nailed, screwed or otherwise fastened to the Dedicated Space, but shall retain their status as personal property and may be removed by CLEC at any time. Any damage caused to the Dedicated Space by the removal of such property shall be repaired at CLEC's expense.
- 8.8 In no case shall CLEC or any person or entity purporting to be acting through or on behalf of CLEC make any significant rearrangement, modification, improvement, addition, repair, or other alteration to the Dedicated Space or the Eligible Structure without the advance written permission and direction of MID-PLAINS. MID-PLAINS shall consider a modification, improvement, addition, repair, or other alteration requested by CLEC, provided that MID-PLAINS shall have the right to reject or modify any such request. If MID-PLAINS performs any such construction, the associated cost shall be paid by CLEC in accordance with MID-PLAINS' then-standard custom work order process.
- 8.9 This Appendix and the Collocation provided hereunder is made available subject to and in accordance with Sections 8.9.1, 8.9.2, 8.9.3, 8.9.4, and 8.9.5. CLEC shall strictly observe and abide by each in MID-PLAINS' Eligible Structure.
- 8.9.1 TDS TELECOM Network Equipment: Power, Grounding, Environmental, and Physical Design Requirements, and any successor document(s), including as such may be modified at any time and from time to time;
- 8.9.2 TDS TELECOM's most current Collocation Guidelines as may modified from time to time as set forth below.
- 8.9.3 TDS TELECOM Local Exchange Carriers Installation Requirements, and any successor document(s) should be followed in installing network

equipment, and facilities within MID-PLAINS' central offices and may be modified from time to time.

8.9.4 Any statutory and/or regulatory requirements in effect at the time of the submission of the Physical Collocation application or that subsequently become effective and then when effective.

8.9.5 The TDS TELECOM Collocation Guidelines and referenced Standards documents are not incorporated herein but shall be made available to CLEC upon request.

8.10 If the TDS TELECOM Collocation Guidelines or any referenced TDS TELECOM Standards document(s) is modified subsequent to the effective date of this Agreement, the following shall apply:

8.10.1 If a modification is made after the date on which CLEC has or orders a Physical Collocation arrangement, MID-PLAINS shall provide CLEC with those modifications or with revised versions of such, listing or noting the modifications as appropriate. Any such modification shall become effective and thereafter applicable under this Agreement thirty (30) days after such amendment is released by MID-PLAINS, except for those specific amendments to which CLEC objects to within thirty (30) days of receipt, providing therewith an explanation for each such objection. The Parties shall pursue such objections informally with each other and, if not resolved within forty-five (45) days, either Party will have fourteen (14) days to invoke the dispute resolution procedures applicable to this Agreement. If neither Party invokes those procedures, the modification is deemed effective and applicable.

8.10.2 Notwithstanding Sections 8.10.1, any modification made to address situations potentially harmful to MID-PLAINS' or another's network, equipment, or facilities, the Eligible Structure, the Dedicated Space, or to comply with statutory or regulatory requirements shall become effective immediately and shall not be subject to objection. MID-PLAINS will immediately notify CLEC of any such modification.

8.11 The terms and conditions expressly set forth in this Appendix shall control in the event of an irreconcilable conflict with the TDS TELECOM Collocation Guidelines or Standards document(s). Notwithstanding the immediately preceding, modifications that are governed by Section 8.10.2 shall apply regardless of any conflict or inconsistency with any other term or condition governing a Physical Collocation arrangement unless contrary to law.

8.11.1 CLEC warrants and represents, for each item of the CLEC Telecom Equipment, that such equipment meets Telcordia NEBS Level 1 minimum safety requirements for CLEC equipment, or (2) Equipment history of

safe operation demonstrated by placement as network equipment in an ILEC Premise prior to January 1, 1998 with no documented or known history of safety problems. CLEC also warrants and represents that any other telecommunications equipment or ancillary telecommunications facilities that may be placed in the Dedicated Space as permitted hereunder or otherwise shall be so compliant. MID-PLAINS may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that MID-PLAINS applies to its own equipment. MID-PLAINS may not deny collocation of Collocator equipment because the equipment fails to meet reliability standards. If MID-PLAINS denies collocation of CLEC equipment, citing non-compliance to the minimum safety standards, MID-PLAINS must provide to the CLEC within five business days of the denial a list of all network equipment that MID-PLAINS has placed within the network area(s) of the premises in question since January 1, 1998, together with an affidavit attesting that all of that equipment meets or exceeds the minimum safety standards set forth herein. DISCLOSURE OF ANY NON-COMPLIANT EQUIPMENT OR FACILITIES TO MID-PLAINS IN A PHYSICAL COLLOCATION APPLICATION OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION REQUIREMENT IN ANY MANNER.

- 8.12 Unless otherwise expressly agreed in writing, MID-PLAINS will provide for all AC and DC power requirements in the Eligible Structure. The CLEC is not permitted to, and will not, place any AC or DC power-generating or power-storing devices (including, for example but not limited to rectifiers, battery plants, AC or DC generators) in the Eligible Structure. Power will support CLEC Telecom Equipment at the specified DC and AC voltages. At a minimum, the Power and MID-PLAINS' associated performance, availability, restoration, backup and UPS systems (to the extent UPS is used by MID-PLAINS for similar equipment), and other operational characteristics shall be at parity with that provided to MID-PLAINS' substantially similar telecommunications equipment unless otherwise mutually agreed in writing. Loads specified by the CLEC represent the peak current that will be imposed on a power feeder at any voltage within the emergency operating limits of the equipment and any normal operating condition (i.e. not a short circuit or other malfunction). Even though circuit design is based on peak current, DC power plant design sizing by MID-PLAINS, is based on demand management. All necessary Power will be supplied on a timely basis. A physical collocation space will be considered timely delivered only if it is fully operational, including power, at the time it is turned over to CLEC. MID-PLAINS will engineer, design, and place cable racks for all power cable routes within the Eligible Structure. Collocator's MID-PLAINS approved power installation vendor will place the power cable leads from the dedicated space to MID-PLAINS Battery Distribution Fuse Bay (BDFB) or Power Plant, whichever

is applicable. MID-PLAINS will terminate the Collocator's power cable leads and place fuses at the BDFB or Power Plant, whichever is applicable. The Collocator must contact the assigned MID-PLAINS' Project Manager five (5) business days prior to scheduling the power cable terminations and fuse placement. The Collocator's MID-PLAINS approved power installation vendor must follow MID-PLAINS' standards and requirements for installation of equipment and facilities.

- 8.13 Other than the security restrictions described herein, MID-PLAINS shall place no restriction on access to CLEC's central office Dedicated Space by CLEC's employees and designated agents. Such space shall be available to CLEC designated agents twenty-four (24) hours per day each day of the week. MID-PLAINS will not impose unreasonable security restrictions for the Eligible Structure, including the Dedicated Space.
- 8.14 Fiber Entrances – CLEC shall use a single mode dielectric fiber optic cable as a transmission medium to the Dedicated Collocation Space. CLEC shall be permitted no more than two (2) entrance routes into the Building, if available.
- 8.15 Demarcation Point – MID-PLAINS shall designate the point(s) of termination within the Eligible Structure as the point(s) of physical demarcation between CLEC's network and MID-PLAINS' network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point.
- 8.16 Use of Common Areas. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Eligible Structure as are designated by MID-PLAINS from time to time, including, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Eligible Structure, the Collocation Space, and the parking areas adjacent to the Eligible Structure for vehicles of persons while working for or on behalf of CLEC at the Collocation Space. All common areas shall remain under the exclusive control and management of MID-PLAINS, and MID-PLAINS shall have the right to change the level, location and arrangement of parking areas and other common areas as MID-PLAINS may deem necessary, provided it does not impact CLEC's use of the Collocation Space. Use of all common areas shall be subject to such reasonable rules and regulations as MID-PLAINS may from time to time impose.
 - 8.16.1 Water. MID-PLAINS, where water is available for its own use, shall furnish running water from regular Eligible Structure outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by MID-PLAINS, for the non-exclusive use of CLEC, MID-PLAINS and any other building occupant. CLEC shall not waste or permit the waste of water.

8.16.2 Security Service. MID-PLAINS shall furnish Eligible Structure and Property security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, MID-PLAINS shall provide no security specific to CLEC's Collocation Space. MID-PLAINS shall not be liable to CLEC or any other Party for loss of or damage to the Collocation Space or LOE unless MID-PLAINS has failed to provide Eligible Structure and Property security in accordance with its normal business practices.

8.16.3 Elevator Service. Where available, MID-PLAINS shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by MID-PLAINS.

8.16.4 Parking. Where provided by MID-PLAINS, parking at MID-PLAINS' Eligible Structure will be provided on a first come, first served basis. CLEC may not park in spaces that are designated as reserved. MID-PLAINS shall not unreasonably reserve for its own use an excessive amount of parking at the Eligible Structure. CLEC shall be allowed to have reasonable use of and access to loading docks. CLEC and MID-PLAINS are required to follow all posted traffic and MID-PLAINS' signs and follow all applicable parking and traffic laws and ordinances.

9. OPERATIONAL RESPONSIBILITIES

9.1 CLEC and MID-PLAINS are each responsible for providing to the other contact numbers for technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 CLEC and MID-PLAINS are each responsible for providing trouble report status when requested by the other.

9.3 MID-PLAINS shall provide an interconnection point or points, physically accessible by both MID-PLAINS and CLEC (typically a MID-PLAINS' manhole) at which a CLEC fiber optic cable can enter the Eligible Structure, provided that MID-PLAINS will designate interconnection points as close as reasonably possible to the Eligible Structure. MID-PLAINS will provide at least two such interconnection points at each Eligible Structure where there are at least two entry points for MID-PLAINS' cable facilities and at which space is available for new facilities in at least two of those entry points.

9.3.1 CLEC is responsible for bringing its fiber optic cable to an accessible point outside of the Eligible Structure designated by MID-PLAINS, and

for leaving sufficient cable length in order for MID-PLAINS to extend such CLEC-provided cable to the cable vault.

9.3.2 MID-PLAINS will be responsible for determining equipment location within the Eligible Structure, provided that such determination will be non-discriminatory with respect to placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. Procurement, placement and termination of interconnection cabling between Collocator's dedicated space and MID-PLAINS' Main Distribution Frame and/or other interconnection points will be installed by the Collocator's MID-PLAINS approved vendor. Scheduling the work of the approved vendor will be non-discriminatory with respect to placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. The Collocator's MID-PLAINS approved vendor must follow the MID-PLAINS' standards and requirements for installation of equipment and facilities. MID-PLAINS will install and stencil the termination blocks or panels at MID-PLAINS' Main Distribution Frame and/or other interconnection points for the hand off of the Interconnection Connection(s) to the Collocator.

9.4 If CLEC fails to remove its equipment and facilities from the Dedicated Space within thirty (30) days notice of discontinuance of use of the collocation space, MID-PLAINS may perform the removal and shall charge CLEC for any materials used in any such removal, and the time spent on such removal at the then-applicable hourly rate for custom work. Further, in addition to the other provisions herein, CLEC shall indemnify and hold MID-PLAINS harmless from any and all claims for expenses, fees, or other costs associated with any such removal by MID-PLAINS except to the extent the basis for such claims, expenses, fees, or other costs arose directly from the willful misconduct or gross negligence of MID-PLAINS, its employees or agents. For purposes of this Section, the use of collocation space is considered to be discontinued when it is no longer used for interconnection as defined by Section 10.8 herein.

9.5 CLEC is solely responsible for the design, engineering, testing, performance, and maintenance of the CLEC Telecom Equipment used by CLEC in the Dedicated Space. CLEC may not disassemble, remove or otherwise reconfigure the cage enclosure (Dedicated Space) at any time unless it has been provided by the CLEC. CLEC is also responsible for servicing, supplying, repairing, installing and maintaining the following facilities within the Dedicated Space:

9.5.1 Its fiber optic cable(s);

9.5.2 Its CLEC Telecom Equipment;

- 9.5.3 Optional point of termination cross connects in its Dedicated Collocation Space or the optional POT Frame/cabinet located in the collocation common area except if on MID-PLAINS' equipment.
- 9.5.4 CLEC requested dedicated point of termination frame maintenance, including replacement of fuses and circuit breaker restoration, to the extent that such fuses and circuit breakers are within CLEC's Dedicated Collocation Space or in the optional POT frame located in the collocation common area if and as required; and
- 9.5.5 The connection cable and associated equipment which may be required within CLEC's Dedicated Collocation Space or in the optional POT frame/cabinet located in the collocation common area to the point(s) of termination of that cable within CLEC's Dedicated Space.
- 9.5.6 Any power cabling required beyond the MID-PLAINS provided Collocation Interconnection Power Panel (CIPP) to Collocator's equipment. MID-PLAINS requires that a Collocation Interconnect Power Panel (CIPP) must be used when the Physical Collocation arrangement is not served from MID-PLAINS' BDFB. No CIPP is required for 20, 40 or 50 amp arrangements which are served from MID-PLAINS' BDFB. The CIPPs are designed to provide 20, 40, 50 or 100 (maximum) amp redundant increments of DC power. The CIPP is always required for 100 amp or greater power arrangements. The Collocator will furnish and install the (CIPP) within a Collocator-provided equipment bay designated by Collocator. The CIPP must meet TP 76200 MP Level 1 requirements.

MID-PLAINS NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 9.6 MID-PLAINS will allow CLEC to select its own contractors for all required engineering and installation services associated with the CLEC Telecom Equipment (e.g., MID-PLAINS shall not require CLEC to use MID-PLAINS' internal engineering or installation work forces for the engineering and installation of the CLEC Telecom Equipment). Installation of the CLEC Telecom Equipment in the Dedicated Space must nevertheless comply with TP76300MP. CLEC-selected contractors must agree to all policies and procedures in this appendix. Access to the Eligible Structure and the Dedicated Space for CLEC contractors must meet the same requirements as the CLEC.
- 9.7 Each Party is responsible for immediate verbal notification to the other of significant outages or operations problems which could impact or degrade that other's network, equipment, facilities, or services, and for providing an estimated clearing time for restoration. In addition, written notification must be provided within twenty-four (24) hours.

- 9.8 CLEC is responsible for coordinating with MID-PLAINS to ensure that services are installed in accordance with a service request.
- 9.9 CLEC is responsible for testing, isolating and clearing trouble when the trouble has been isolated to inside the Dedicated Space, or to any piece of CLEC Telecom Equipment, or any other CLEC-provided facility or piece of equipment. If MID-PLAINS testing is also required, it will be provided at applicable charges.
- 9.10 Collocator shall be responsible for procurement, placement and termination of interconnection cabling between Collocator's dedicated space and MID-PLAINS' Main Distribution Frame and/or interconnection points by Collocator's MID-PLAINS approved vendor. Additional requirements relating to placements of power cable leads are set forth in Section 8.12 of this Appendix.
- 9.11 Collocator shall be responsible for procurement and placement of power cable leads by Collocator's MID-PLAINS approved power installation vendor from the dedicated space to MID-PLAINS' Battery Distribution Fuse Bay (BDFB) or power plant, whichever is applicable. Additional requirements relating to placements of power cable leads are set forth in Section 8.12 of this Appendix.

10. DELIVERY INTERVALS

- 10.1 The construction interval relates to the period in which MID-PLAINS shall construct and deliver to the Collocator the requested space. The construction interval begins on the date MID-PLAINS receives an accurate and complete Physical Collocation Application from the Collocator. The Collocator must provide MID-PLAINS, within seven (7) days from the date of notification granting the application request, a confirmatory response in writing to continue construction and 50% payment of non-recurring charges (unless payment was received with application) within fourteen (14) days of the date of notification or the construction interval provided below will not commence until such time as MID-PLAINS has received such response and payment. If the Collocator has not provided MID-PLAINS such response and payment by the twelfth (12) day after the date MID-PLAINS notified Collocator its request has been granted, the application will be canceled. Dedicated space is reserved upon MID-PLAINS' receipt of the confirmatory response in writing from the Collocator with applicable fees. MID-PLAINS will complete construction of all Active Collocation Space requests for Physical Collocation within 90 days.
- 10.2 The cable facility assignments or actual point of termination will not be given to the Collocator by MID-PLAINS until all applicable fees currently due have been received and no earlier than fourteen (14) days before the space turn over due date. Augment cable facility assignments with less than sixty (60) day intervals will not be given to the Collocator by MID-PLAINS until due date.

- 10.3 Unless otherwise mutually agreed to by the Parties in writing, where power does not exist or in Other Central Office Space, MID-PLAINS will complete construction of requests for caged, shared, or cageless collocation within one hundred eighty (180) calendar days from receipt of Collocator's acceptance of the quotation or initial COBO (Central Office Build Out).
- 10.4 Any revision(s) submitted by the Collocator on an existing Physical Collocation Application that was assigned an interval from Section 10.1 above and prior to day fifteen (15) of the delivery interval will be subject to review by MID-PLAINS. A new delivery interval due date may be established when adding or changing telecommunications equipment, additional power requirements, interconnection termination additions and/or changes, and additional bay space requirements. The Collocator will be notified by MID-PLAINS if a new interval is required. The extension will be no longer than reasonably necessary, and in any event will be non discriminatory with respect to extensions for placement of MID-PLAINS' own equipment and that of its affiliates and any other CLEC. Any revision(s) submitted by a Collocator on an existing Physical Collocation Application past business day fifteen (15) of the delivery interval due date, the Collocator will be notified by MID-PLAINS that a new interval has been established for the Physical Collocation Application. The interval date will start on the date the revision(s) is received. The Collocator may also be required to pay additional costs incurred, if applicable.
- 10.5 MID-PLAINS will provide reduced construction intervals for Collocators that request the following interconnection cabling Augments. The Collocator must submit a completed Physical Collocation Application. For this reduced construction interval to apply, this application must include an up-front payment of the Application Fee and payment of fifty percent (50%) of all applicable non-recurring charges within fourteen days (14) of the notification of the granting of the application. In addition, the application must include an accurate front equipment view (rack elevation drawing) specifying bay(s) for the Collocator's point of termination for the requested cabling. Physical Collocation Application(s) received with the up-front payment and meeting the criteria below will not require a quote or response and the construction interval will not exceed sixty (60) Calendar days:
- 84 DS1 connections and/or
 - 48 DS3 connections and/or
 - 200 Copper (shielded or nonshielded) cable pair connections
 - 12 fiber connections

These Augments will apply only when the Collocator provides a complete and accurate Physical Collocation Application and the applicable fees. The job must be an Augment for an existing Physical Collocation arrangement and consist only of connections listed above.

- 10.6 For Augments in which the Collocator requests power that exceeds current capacity ratings or augments that require placement of additional cable racks within the Active Central Office space, the construction interval will not exceed ninety (90) calendar days from receipt of accurate and complete application for such augment along with the Application Fee and payment of fifty percent (50%) of all applicable nonrecurring charges within fourteen (14) days of notification of granting of the application. All other augments will follow normal construction intervals.
- 10.7 MID-PLAINS and the Collocator will come to agreement regarding Collocator inspection visits during the construction of the Physical Collocation Space. These visits will be allowed during regular business hours only and will require that the Collocator be escorted by a MID-PLAINS' employee. These visits will be jointly agreed upon by MID-PLAINS and the Collocator and will be determined on a case by case basis.
- 10.8 CLEC will, whenever possible, place their telecom equipment in the dedicated space within 30 calendar days of space turnover. CLEC must complete placement of CLEC Telecom Equipment in the Dedicated Space and interconnect to MID-PLAINS' network or to its unbundled network elements within one hundred eighty (180) calendar days after space turnover. If CLEC fails to do so, MID-PLAINS may, upon notice, terminate that Physical Collocation arrangement, and CLEC shall be liable in an amount equal to the unpaid balance of the charges due under and, further, shall continue to be bound by the provisions of this Appendix, the terms or context of which indicate continued viability or applicability beyond termination. For purposes of this Section, CLEC Telecom Equipment is considered to be interconnected when physically connected to MID-PLAINS' network or a MID-PLAINS' unbundled network element for the purpose of CLEC providing a telecommunications service. This section shall not apply where interconnection is delayed for reasons beyond CLEC's control and CLEC has notified MID-PLAINS and presented a reasonable schedule for future interconnection.
- 10.9 MID-PLAINS shall allow CLEC to augment its collocation space when space is available.

11. VIRTUAL COLLOCATION

- 11.1 Upon request, MID-PLAINS shall provide CLEC Virtual Collocation in any Unused Space on an individual case basis (ICB).

12. CASUALTY LOSS

- 12.1 If the Eligible Structure or the Dedicated Space are damaged by fire or other casualty, and:

12.1.1 The Dedicated Spaces are not rendered untenable in whole or in part, MID-PLAINS shall repair the same at its expense (as herein limited) and the recurring charges shall not be abated, or

12.1.2 The Dedicated Spaces are rendered untenable in whole or in part and such damage or destruction can be repaired within ninety (90) days, MID-PLAINS has the option to repair the Dedicated Space at its expense (as herein limited) and the recurring charges shall be proportionately abated to the extent and while CLEC was deprived of the use. If the Dedicated Space cannot be repaired within ninety (90) days, or MID-PLAINS opts not to rebuild, then the Physical Collocation arrangement provided in the Dedicated Space shall (upon notice to CLEC within thirty (30) days following such occurrence) terminate as of the date of such damage. MID-PLAINS shall endeavor to relocate CLEC equipment in alternative location, or assist CLEC in developing alternative to physical location. Decisions as to untenability and rebuilding must be made on a reasonable and non-discriminatory basis.

- 12.2 Any obligation on the part of MID-PLAINS to repair the Dedicated Space shall be limited to repairing, restoring and rebuilding the Dedicated Space as it existed at the time of the loss, but shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by CLEC; any CLEC Telecom Equipment; or other facilities or equipment located in the Dedicated Space by CLEC.

- 12.3 In the event that the Eligible Structure shall be so damaged by fire or other casualty that closing, or demolition thereof shall be necessary then, notwithstanding that the Dedicated Space may be unaffected thereby, MID-PLAINS, may terminate any Physical Collocation arrangement in that Eligible Structure by giving CLEC ten (10) days prior written notice within thirty (30) days following the date of such occurrence.

13. RE-ENTRY

- 13.1 Unless otherwise set forth herein, if CLEC shall default in performance of any term or condition herein, and the default shall continue for thirty (30) days after receipt of written notice, or if CLEC is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, MID-PLAINS may, immediately or at any time thereafter, without notice or demand, enter and repossess the Dedicated Space, expel CLEC and any claiming under CLEC, remove any CLEC Telecom Equipment and any other items in the Dedicated Space, forcibly if necessary, and thereupon such Physical Collocation arrangement shall terminate, without prejudice to any other remedies MID-PLAINS might have. MID-PLAINS may exercise this authority on a Dedicated Space-by-Dedicated Space basis. MID-PLAINS may also refuse additional applications for collocation and/or refuse to complete any pending orders for additional space or collocation by CLEC at any time thereafter.

14. LIMITATION OF LIABILITY

- 14.1 Limitation – With respect to any claim or suit for damages arising in connection with the mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of MID-PLAINS, if any, shall not exceed an amount equivalent to the proportionate monthly charge to CLEC for the period during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of CLEC or which arise in connection with the use of CLEC-provided facilities or equipment shall reduce the liability of MID-PLAINS to the extent that the fault of CLEC contributed to the damages.

14.1.1 The Parties agree to be bound by the provisions for Limitation of Liability and indemnity in the General Terms and Conditions.

- 14.2 Third Parties – CLEC acknowledges and understands that MID-PLAINS may provide space in or access to the Eligible Structure to other persons or entities ("Others"), which may include competitors of CLEC; that such space may be close to the dedicated collocation space, possibly including space adjacent to the dedicated collocation space and/or with access to the outside of the dedicated collocation space; and that if CLEC requests a cage around its equipment, the cage dedicated collocation space is a permeable boundary that will not prevent the Others from observing or even damaging CLEC's equipment and facilities. MID-PLAINS will be liable to CLEC for damages only to the extent that MID-PLAINS' fault or negligence contributed to the loss or damage.

15. INDEMNIFICATION OF MID-PLAINS

- 15.1 CLEC's use of the dedicated collocation space, and both Parties' conduct of their business or any activity, in or about the dedicated collocation space, or performance of any terms of this Appendix, shall be subject to the Indemnity provisions of the General Terms and Conditions.

16. OSHA STATEMENT

- 16.1 Each Party, in recognition of the other Party's status as an employer, agrees to abide by and to undertake the duty of compliance with all federal, state and local laws, safety and health regulations relating to the space which Party has assumed the duty to maintain pursuant to this Agreement, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against the indemnified Party as the result of the indemnifying Party's failure to comply with any of the foregoing.

17. NOTICES

- 17.1 Except in emergency situations, MID-PLAINS shall provide CLEC with written notice ten (10) business days prior to those instances where MID-PLAINS or its subcontractors may be undertaking a major construction project in the general area of the Dedicated Space or in the general area of the AC and DC power plants which support the Dedicated Space.
- 17.2 MID-PLAINS will inform CLEC by telephone of any emergency-related activity that MID-PLAINS or its subcontractors may be performing in the general area of the Dedicated Space occupied by CLEC or in the general area of the AC and DC power plants which support the Dedicated Space. Notification of any emergency related activity should be made to CLEC as soon as reasonably possible so that CLEC can take any action required to monitor or protect its service.
- 17.3 MID-PLAINS will provide CLEC with written notification within fifteen (15) business days of any scheduled AC or DC power work or related activity in the Eligible Structure that will cause or has the risk of causing an outage or any type of power disruption to CLEC Telecom Equipment. MID-PLAINS will provide CLEC with the alternate plan to provide power in the case of such outage. If MID-PLAINS does not have an alternate plan, MID-PLAINS will make reasonable accommodations to allow CLEC to provide alternate power. All such work will be planned and executed in a manner that is non-discriminatory with respect to affecting CLEC's and MID-PLAINS' equipment. MID-PLAINS shall provide CLEC immediate notification by telephone of any emergency power activity that would impact CLEC Telecom Equipment.
- 17.4 Except as may be specifically permitted in this Agreement, any notice or demand, given by one Party to the other shall be in writing and shall be valid and sufficient

if dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, or by facsimile transmission; provided, however, that notices sent by such registered or certified mail shall be effective on the third business day after mailing and those sent by facsimile transmission shall only be effective on the date transmitted if such notice is also sent by such registered or certified mail no later than the next business day after transmission, all addressed as follows:

If to MID-PLAINS: TDS TELECOM
 Attn: Carrier Relations
 9737 Cogdill Road, Suite 230
 Knoxville, TN 37932

If to CLEC: Manager - Carrier Relations
 TDS METROCOM
 525 Junction Road, Suite 6000
 Madison, WI 53717

Either Party hereto may change its address by written notice given to the other Party hereto in the manner set forth above.

- 17.5 Except as may be specifically permitted in this Agreement, any payment desired or required to be given by one Party to the other shall be dispatched by registered or certified mail, return receipt requested, postage prepaid, in the United States mails, and shall be addressed as follows:

If to MID-PLAINS: TDS TELECOM
 Attn.: Carrier Relations
 9737 Cogdill Road, Suite 230
 Knoxville, TN 37932

If to CLEC: Manager - Carrier Relations
 TDS METROCOM
 525 Junction Road, Suite 6000
 Madison, WI 53717

18. INSURANCE

- 18.1 The Parties' obligations with respect to insurance coverage will be as set forth in the General Terms and Conditions.

19. PROTECTION OF SERVICE AND PROPERTY

- 19.1 MID-PLAINS shall use its existing power back-up and power recovery plan on a non-discriminatory basis with respect to CLEC and otherwise in accordance with its standard policies for the specific Central Office, which policies shall be provided to CLEC.
- 19.2 For the purpose of notice permitted or required by this Appendix, each Party shall provide the other Party a Single Point of Contact (SPOC) available twenty-four (24) hours a day, seven (7) days a week.
- 19.3 Except as may otherwise be provided:
- 19.3.1 MID-PLAINS and CLEC shall each exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or customers, or their property; and
- 19.3.2 Each Party, its employees, agents, or representatives agree to take reasonable and prudent steps to ensure the adequate protection of property and services of the other Party.
- 19.3.3 Each Party shall restrict access to the Eligible Structure and the Dedicated Space to employees and authorized agents of that other Party to the extent necessary to perform their specific job function.
- 19.4 MID-PLAINS shall use electronic access controls to protect all spaces which house or contain CLEC equipment or equipment enclosures, but if electronic controls are not available, MID-PLAINS shall either furnish security guards at those MID-PLAINS' locations already protected by security guards on a seven (7) day per week, twenty-four (24) hour a day basis; and if none, MID-PLAINS shall permit CLEC to install monitoring equipment in the collocation space to carry data back to CLEC's work center for analysis. CLEC agrees that CLEC is responsible for problems or alarms related to CLEC's equipment or equipment enclosures located on MID-PLAINS' Dedicated Space.
- 19.5 MID-PLAINS shall furnish CLEC with the identifying credentials to be carried by its employees and authorized agents to be paid for by the CLEC. The CLEC must maintain an updated list of all authorized employees and authorized agents on a Dedicated Space-by-Dedicated Space basis for every Eligible Structure.
- 19.6 CLEC shall comply with the security and safety procedures and requirements of MID-PLAINS, including but not limited to sign-in, and identification.

- 19.7 MID-PLAINS shall furnish CLEC with all keys, entry codes, lock combinations, or other materials or information that may be needed to gain entry into any secured CLEC space in central offices. In the event of an emergency, CLEC shall contact a SPOC provided by MID-PLAINS for access to spaces which house or contain CLEC equipment or equipment enclosures.
- 19.8 MID-PLAINS shall use reasonable measures to control unauthorized access from passenger and freight elevators to spaces which contain or house CLEC equipment or equipment enclosures.
- 19.9 MID-PLAINS shall use best efforts to provide notification within two (2) hours to designated CLEC personnel to indicate an actual security breach.
- 19.10 MID-PLAINS shall be responsible for the security of the Eligible Structure. If a security issue arises or if CLEC believes that MID-PLAINS' security measures are unreasonably lax, CLEC shall notify MID-PLAINS and the Parties shall work together to address the problem. MID-PLAINS shall, at a minimum, do the following:
 - 19.10.1 Where a cage is used, MID-PLAINS shall design collocation cages to prevent unauthorized access; provided, however, that CLEC realizes and assents to the fact that the cage will be made of wire mesh.
 - 19.10.2 MID-PLAINS shall establish procedures for controlling access to the collocation areas by employees, security guards and others. Those procedures shall limit access to the collocation areas to MID-PLAINS' employees, agents or invitees having a business need, such as a periodic review of the Dedicated Space, to be in these areas. MID-PLAINS shall require all persons entering the collocation areas to wear identification badges.
 - 19.10.3 MID-PLAINS shall provide card key access to all collocation equipment areas where a secured pathway to the collocation space is made available to Collocators, along with a positive key control system for each Collocator's caged Dedicated Space. MID-PLAINS shall respond immediately to reported problems with CLEC key cards.
 - 19.10.4 In emergency situations common courtesy will be extended between CLEC and MID-PLAINS' employees, including the provision of first aid and first aid supplies.
- 19.11 CLEC shall limit access to CLEC employees directly to and from the Dedicated Space and will not enter unauthorized areas under any circumstances.

20. MISCELLANEOUS

- 20.1 Future Negotiations – MID-PLAINS may refuse requests for space in an Eligible structure if CLEC is in material breach of this Agreement, including having any undisputed past due charges hereunder. In any and each such event, CLEC hereby releases and holds MID-PLAINS harmless from any duty to negotiate with CLEC or any of its affiliates for any additional space or physical collocation.

21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX-PRICING

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APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth the pricing terms and conditions for MID-PLAINS and the CLEC.
- 1.3 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by MID-PLAINS under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if MID-PLAINS provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by MID-PLAINS and CLEC.
- 1.4 Except as otherwise agreed upon by the Parties in writing, MID-PLAINS shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.5 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.
- 1.6 The pricing list is in Attachment A found in this Appendix Pricing.
- 1.7 For modifications of MID-PLAINS' plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in Attachment A of this Appendix Pricing, where rates are shown as monthly, a month will be defined as a 30-day calendar month.

The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, and Other elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.

- 2.2 CLEC shall pay for all usage on such calls including those that are not completed due to "busy" or "don't answer" status.
- 2.3 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will round by rate center.
- 2.4 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed MID-PLAINS will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, MID-PLAINS will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as "non-recurring charges".
- 3.2 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.3 For Resale, when a CLEC converts an End User currently receiving service from the MID-PLAINS' network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to MID-PLAINS to process a request for installation, rearrangement, changes to or record orders for UNEs and Resale.
- 3.5 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.

- 3.6 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Attachment A.

4. BILLING

- 4.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

5. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 5.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

NRO-Nonrecurring Only
 ICB-Individual Case Basis
 BFR-Bona Fide Request
 N/A-Not Applicable

Mid-Plains Telephone Company
 Contracted Interconnection Rates
 July 1, 2002

Appendix Pricing
 Attachment A

		Mid Plains Telephone	
		Monthly Recurring	Non Recurring
UNBUNDLED NETWORK ELEMENTS			
<u>Unbundled Loops</u>			
2-Wire Analog	\$	21.05	See NRC prices below
2-Wire NID	\$	0.10	See NRC prices below
Basic Rate ISDN 2-Wire Digital Loop	\$	32.23	See NRC prices below
1.544 Mbps 2-Wire Digital Loop	\$	128.16	See NRC prices below
64 Kbps Digital loop 4-Wire Digital Loop	\$	94.17	See NRC prices below
DS3 Loop -		ICB/BFR	ICB/BFR
<u>DSL Capable Loops</u>			
2-Wire xDSL Loop	\$	21.05	See NRC prices below
DSL Loop Qualification		N/A	Current Labor Costs
DSL Conditioning Options - If applicable			
Removal Bridged Tap Option		N/A	\$ 373.28
Removal of Repeater Option		N/A	ICB/BFR
Removal of Load Coil Option		N/A	ICB/BFR
<u>Loop Non-Recurring Charges (Excluding DS3)</u>			
Service Order - Establish		N/A	\$ 28.00
Service Order - Subsequent		N/A	\$ 14.00
Line Connection		N/A	\$ 20.00
Premises Visit		N/A	\$ 16.00
Record Change		N/A	\$ 8.00
1.544Mbps Local Distribution Channel		N/A	\$ 144.00
<u>Loop Cross Connects</u>			
DS3 C.O. Cross-Connect to Collocation		ICB/BFR	ICB/BFR
<u>Cross Connects</u>			
2-Wire	\$	0.19	N/A
4-Wire	\$	0.38	N/A
DS1/LT1	\$	0.52	N/A
DS3/LT3	\$	0.96	N/A
OC3	\$	103.01	N/A
<u>InterOffice Transport-Recurring Charges</u>			
DS1 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	22.25	See NRC prices below
Interoffice Mileage - Per Mile - All Zones	\$	3.06	N/A
DS3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	622.86	See NRC prices below
Interoffice Mileage - Per Mile - All Zones	\$	85.80	N/A
OC3 Interoffice Mileage Termination - Per Point of Termination - All Zones	\$	1,868.59	See NRC prices below
Interoffice Mileage - Per Mile - All Zones	\$	257.40	N/A
<u>Interoffice Transport-Nonrecurring</u>			
DS1 Service Order Interoffice Transport DS1		N/A	\$ 346.87
Design & Central Office		N/A	\$ 543.46
Customer Connection		N/A	\$ 516.53
DS3 Service Order Interoffice Transport DS3		N/A	\$ 266.67
Design & Central Office		N/A	\$ 578.43
Customer Connection		N/A	\$ 345.33
OC3 Service Order Interoffice Transport OC3		N/A	\$ 106.14
Design & Central Office		N/A	\$ 436.76
Customer Connection		N/A	\$ 828.62
<u>Multiplexing</u>			
DS1 DS1 to Voice Grade	\$	298.31	N/A
DS3 DS3 to DS1	\$	383.00	N/A
OC3 Add/Drop Multiplexing - Per Arrangement	\$	606.97	N/A
Add/Drop Function			
- Per DS3 Add or Drop	\$	140.96	N/A
- Per DS1 Add or Drop	\$	43.54	N/A

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

		Mid Plains Telephone	
		Monthly Recurring	Non Recurring
<u>Structure Access - Ducts, Inner Ducts and Manholes</u>			
Direct Buried Ducts with Inner Duct (Duct +1 1/4" Inner Duct per Foot	\$	0.19	
Direct Buried Ducts with Inner Duct (Duct +2" Inner Duct per Foot	\$	0.49	
Manhole + Conduit +1 1/4" Inner Duct per conduit foot	\$	0.19	
Manhole + Conduit +2" Inner Duct per conduit foot	\$	0.49	
Direct Buried Inner Duct Only per foot			
1 1/4" Inner Duct per foot	\$	0.37	
2" Inner Duct per foot	\$	0.41	
Pole Attachment -Per Pole (annual rate)	\$	3.03	
Application Fee			\$ 200.00
<u>RECIPROCAL COMPENSATION</u>			
<u>Local End Office Termination</u>			
Per Originating or Terminating MOU			\$ 0.007369
Transport Per Minute per Mile			\$ 0.000239
<u>TRANSIT SERVICE</u>			
<u>Transit Switching</u>			
Per minute of use			\$ 0.0002743
<u>LOCAL NUMBER PORTABILITY</u>			
<u>Local Number Portability Query Service</u>			
LNP Order Charge			\$40.00
LNP Billing Charge			\$274.00
Per query			\$ 0.0032000
<u>WHITE PAGES</u>			
<u>MID-PLAINS Directory</u>			
Per book copy delivered to CLEC End User			\$5.00
Per Book copy Delivered In Bulk to CLEC			\$5.00*
*5% discount on orders over 500			
Per Single Sided Informational Page			\$100.00
Additional listing services- per listing			See Applicable Tariff
<u>COLLOCATION</u>			
<u>Applicable to Cageless Physical Collocation Only</u>			
Order Charge/Per Order		\$	278.16
COBO per Initial bay		\$	27,568.46
50%		\$	13,783.23
25%		\$	6,891.62
COBO ea add bay		\$	4,785.16
50%		\$	2,382.58
25%		\$	1,191.29
CO Floor Space/bay	\$	52.73	
COBO per Initial Large bay		\$	21,021.50
50%		\$	10,510.75
25%		\$	5,255.38
COBO ea add Large bay		\$	2,957.70
50%		\$	1,478.85
25%		\$	739.43
Order Charge/Connect Order		\$	357.75
CO Floor Space/Large bay	\$	200.16	

NRO-Nonrecurring Only
ICB-Individual Case Basis
BFR-Bona Fide Request
N/A-Not Applicable

Mid-Plains Telephone Company
Contracted Interconnection Rates
July 1, 2002

Appendix Pricing
Attachment A

		Mid-Plains Telephone	
		Monthly Recurring	Non Recurring
COLLOCATION			
<u>Applicable to Caged Physical & Shared Cage Physical Collocation Only</u>			
Order Charge per Connect Order		\$	497.13
COBO per initial 50 sqft		\$	53,096.61
50%		\$	26,548.31
25%		\$	13,274.15
COBO ea add 50 sqft		\$	13,703.38
50%		\$	6,851.69
25%		\$	3,425.85
Enclosure 1st 50 sqft		\$	3,370.72
enclosure ea add 50 sqft		\$	1,542.80
CO floor space/50 sqft	\$	486.39	
<u>Applicable to All Physical Collocation Offerings</u>			
Cable Pulling Ca Vault to Node -1st ft		\$	77.97
Cable pulling Ca Vault to Node -ea add ft		\$	0.78
Power Delivery/Power lead		\$	1,686.48
Space Reservation		\$	680.30
Entrance Conduit/Innerduct/ft	\$	0.07	
Passive bay Term (bay&Panel)/DS1 term	\$	0.67	
Passive bay Term (bay&Panel)/DS3 term	\$	8.50	
200 Conductor Block (outside node)	\$	80.32	
Digital Timing Source/synch signal provided	\$	16.11	
DS1 repeater	\$	7.47	
DS3 repeater	\$	43.39	
Security Photo ID card/Security card		\$	9.25
<u>Applicable to All Physical & Virtual Collocation Offerings</u>			
Cable Vault Splicing - per initial		\$	192.55
Cable Vault Splicing - per subsequent		\$	14.27
Splice Testing - per initial		\$	44.18
Splice Testing - per subsequent		\$	2.59
Cable Pulling MH to Cable Vault-1st ft		\$	208.94
Cable Pulling MH to Cable Vault-ea add ft		\$	1.04
Diverse Riser/ft traversed		\$	584.31
Power Consumption/Fuse Amp	\$	6.43	
200 Conductor Electrical Cross Connect Block	\$	80.32	
Digital Cross-Connect Panel(DSX3)/DS3 term	\$	19.12	
Digital Cross-Connect Panel(DSX1)/DS1 panel	\$	59.90	
Optical Cross-Conn panel/OCX Panel segment	\$	7.13	
Riser space/ft	\$	1.39	
<u>Applicable to Virtual Collocation Only</u>			
Service Order		\$	104.74
Cable Pulling-Vault to LGX Panel- 1st ft		\$	77.97
Cable Pulling-Vault to LGX Panel- ea add ft		\$	0.78
Proj Mgmt Fee - initial 7' bay		\$	2,721.18
Proj Mgmt Fee - ea subs 7' bay		\$	1,360.59
Proj Mgmt Fee - initial shelf		\$	2,040.89
Proj Mgmt Fee - ea add shelf		\$	1,224.53
Proj Mgmt Fee - per rearrangement		\$	1,632.71
Power Delivery/7' Bay		\$	1,686.48
Thru Connect per DSX1 to DSX1	\$	0.26	\$ 6.55
Thru Connect per OCX to OCX	\$	1.84	\$ 6.55
7' bay (Co. provided/installed)/bay	\$	47.65	\$ 367.96
7' bay (cust provided/installed)/bay	\$	34.50	
Riser Space/fiber termination	\$	1.91	
Digital Timing Source/timing ckt	\$	3.21	
Entrance Facility/ft	\$	0.07	
<u>Collocator to Collocator Cross Connect Service for Interconnection (CCCS)</u>			
Cable Racking/ft	\$	5.27	
Project Mgmt Fee		\$	899.96

NRO-Nonrecurring Only
 ICD-Individual Case Basis
 BFR-Bona Fide Request
 N/A-Not Applicable

Mid-Plains Telephone Company
 Contracted Interconnection Rates
 July 1, 2002

Appendix Pricing
 Attachment A

Mid Plains Telephone	
Monthly Recurring	Non Recurring
<u>Other Non-Recurring Activities</u> Missed Appointment Miscellaneous Testing and other Labor billed at applicable tariffed rates <u>Premises Report</u> T&M-Time and Material will be billed at Actual Costs	
<u>RESALE</u> Resale at Wholesale Discount for all tariffed items	
RESALE DISCOUNTS	
RECURRING	NON-RECURRING
5%	5%

APPENDIX RECIPROCAL COMPENSATION

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APPENDIX RECIPROCAL COMPENSATION
(Mutual Compensation for Transport, Termination, and Transiting)

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions for Reciprocal Compensation provided by MID-PLAINS and CLEC.

2. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC RELEVANT TO COMPENSATION

- 2.1 The Telecommunications traffic exchanged between CLEC and MID-PLAINS will be classified as either Local Calls, Internet traffic, intraLATA Toll Traffic, or interLATA Toll Traffic. Local Calls are defined in Section 2.5.
- 2.2 Reciprocal compensation applies for transport and termination of Local Calls. When an End User originates a Local Call which terminates to an End User physically located in the same local exchange area and served on the other Party's physical switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Calls at the rate(s) provided in Appendix Pricing.
- 2.3 When CLEC establishes service in a new area, the Parties' obligation to pay reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.
- 2.4 The compensation arrangements set forth in this Appendix are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state tariffs.
- 2.5 "Local Calls", for purposes of intercarrier compensation, is traffic where all calls are within the same common local and common mandatory local calling area, i.e.,

within the same or different MID-PLAINS' Exchange(s) that participate in the same common local or common mandatory local calling area as outlined in the applicable state Local Exchange Tariff. Local Calls must actually originate and actually terminate to End Users physically located within the same common local or common mandatory local calling area.

2.5.1 Notwithstanding any other provision of the Agreement, Local Calls do not include any Internet traffic. Subject to the provisions set forth in Section 4 of the General Terms and Conditions, the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

2.6 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

2.7 Reciprocal Compensation applies to traffic terminated at either Parties' end office switch.

3. RESPONSIBILITIES OF THE PARTIES

3.1 Each Party to this Appendix will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved.

3.2 Where SS7 connections exist, each Party will include in the information transmitted to the other for each call being terminated on the other's network, where available, the original and true Calling Party Number (CPN) or if CPN is unavailable, then the Originating Local Routing Number (LRN).

3.3 If one Party is passing CPN and/or LRN, but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.

3.4 Where SS7 connections exist between MID-PLAINS and CLEC, if the percentage of calls passed with CPN and/or LRN is greater than ninety percent (90%), all calls exchanged without CPN information and/or LRN will be billed as either Local Traffic or intraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information. If the percentage of calls passed with CPN and/or LRN is less than ninety percent (90%), all calls passed without CPN and/or LRN will be billed as intraLATA switched access.

4. LOCAL TRAFFIC COMPENSATION

4.1 The rates, terms, conditions contained herein apply only to the termination of Local Calls that originate and terminate to carriers that are authorized as LECs, CLECs, or ILECs within the State. All applicable rate elements can be found in Appendix Pricing.

4.2 End Office Termination Rate

4.2.1 The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

5. BILLING FOR MUTUAL COMPENSATION

5.1 Each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute. CLEC will continue to round by rate center.

6. APPLICABILITY OF OTHER RATES TERMS AND CONDITIONS

6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix set forth terms and conditions for Resale Services provided by MID-PLAINS and CLEC.
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Except as otherwise expressed herein, consistent with MID-PLAINS' obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may purchase for resale Telecommunications Services offered at retail by MID-PLAINS at the discount set forth in Appendix Pricing.
- 2.2 MID-PLAINS will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.3 Telecommunications Services will be offered by MID-PLAINS to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by MID-PLAINS to MID-PLAINS' End Users through tariff(s), the rules and regulations associated with MID-PLAINS' retail tariff(s) shall apply when the services are purchased for resale by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by MID-PLAINS to its End Users.
- 3.2 CLEC shall only sell Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding MID-PLAINS' retail tariff(s).

- 3.3 Except where otherwise explicitly permitted in MID-PLAINS' corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom MID-PLAINS offers such services (for example, residence service shall not be resold to business End Users)
 - 3.4.1 CLEC may only resell "special needs services" as identified in specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification and complies with all rules and regulations as established by the appropriate Commission.
 - 3.4.1.1 If the existing retail Customer Service Record ("CSR") for an End User's account currently provisioned at retail by MID-PLAINS contains an indicator that the same telephone number for the same named Person at the same address is currently being billed by MID-PLAINS retail for the same "special needs service", the End User has previously been certified as eligible for that "special needs service".
 - 3.4.1.2 If the indicator described in Section 3.4.1.1 is present on the End User's current retail account with MID-PLAINS, CLEC must make the determination whether the End User continues to be eligible for the program(s) specified in Section 3.4.1. CLEC is responsible for obtaining any End User certification or re-certification required by the terms of MID-PLAINS' tariff for any "special needs service" it resells to any End User beginning on the date that CLEC submits any order relating to that "special needs service". This responsibility includes obtaining and retaining any documentary evidence of each such End User's eligibility, in accordance with the applicable MID-PLAINS' retail tariff requirements.
 - 3.4.1.3 If the indicator described in Section 3.4.1.1 is not present on the End User's current retail account with MID-PLAINS, or if the applicant does not currently have local telephone service, CLEC is responsible for ensuring that the End User is eligible for any "special needs service" in accordance with MID-PLAINS' retail tariff requirements, for obtaining and retaining

any documentary evidence of such eligibility and for designating such End User or applicant as eligible to participate in such program(s).

3.4.2 Life-Line and Link-UP Service

3.4.2.1 Life-Line and Link-Up services are not available for resale.

3.4.2.2 When an End User is currently receiving Life-Line or Link-Up service, the existing Customer Service Record (CSR) will carry the appropriate service indicator. CLEC may view this indicator on the CSR.

3.4.2.3 CLEC may obtain Life-Line or Link-Up indicator data from MID-PLAINS' existing retail CSR for the End User for the sole purpose of enabling CLEC to determine whether the End User may be eligible for any similar program(s) CLEC may offer.

3.4.2.3.1 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.

3.4.2.4 If no MID-PLAINS' Life-Line and/or Link-Up indicator is present on the CSR for the End User's current retail account, such End User is not currently certified as eligible to participate in any Life-Line or Link-Up program offered by MID-PLAINS.

3.5 Promotions

3.5.1 MID-PLAINS' promotions of ninety (90) days or less are not available to CLEC for resale.

3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of MID-PLAINS' corresponding retail tariff(s).

- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate MID-PLAINS' federal and state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).
- 3.10 MID-PLAINS shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by MID-PLAINS as the incumbent local exchange carrier.
- 3.11 When a MID-PLAINS' End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix PRICING listed as "Service Order-Subsequent" and are applied per billable telephone number.
 - 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
 - 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on non-recurring service order charges for resale services as listed in Appendix Pricing under the heading "Resale".
 - 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being

provided to the End User on MID-PLAINS' network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.

3.12 If CLEC is in violation of any provision of this Appendix, MID-PLAINS will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify MID-PLAINS in writing that the violation has been corrected. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.

3.13 MID-PLAINS' services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's Affiliates successors or assigns.

4. ANCILLARY SERVICES

4.1 MID-PLAINS will afford CLEC's End Users the ability to make E911 calls to the same extent as MID-PLAINS' customers in the same local calling area. CLEC shall be responsible for collecting and remitting all applicable E911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by MID-PLAINS, CLEC shall, provide MID-PLAINS with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by MID-PLAINS for purposes of E911 administration.

4.1.1 Should any CLEC End User assert any Claim that relates to access to E911, the limitations of liability set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to E911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.

4.2 Subject to MID-PLAINS' practices, as well as the rules and regulations applicable to the provision of White Pages directories, MID-PLAINS will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. MID-PLAINS will include CLEC End Users when it sells or otherwise transfers listings to other parties.

- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
 - 4.4.1 CLEC hereby releases MID-PLAINS from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to MID-PLAINS under this Appendix.
 - 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend MID-PLAINS and MID-PLAINS' officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information to the extent caused by an act or omission of CLEC. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and MID-PLAINS, and/or against MID-PLAINS alone. The Parties agree to comply with the indemnification procedures described in Sections 12.6 through 12.9 of the General Terms and Conditions for any indemnification claims arising out of this section.
- 4.5 If CLEC's End User already has a current MID-PLAINS' local White Pages directory, MID-PLAINS shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Subject to any blocking that may be ordered by CLEC for its End Users, to the extent Directory Assistance (DA) services are provided to MID-PLAINS' End Users, MID-PLAINS shall provide CLEC's End Users access to MID-PLAINS' Directory Assistance services. CLEC shall pay MID-PLAINS the charges attributable to Directory Assistance services utilized by CLEC's End Users.
- 4.7 Except where expressly stated, the terms and conditions for including CLEC End User listings in MID-PLAINS' White Page directories, as well as distribution of such directories to CLEC and/or CLEC End User's, is a product offering available through MID-PLAINS' directory publisher.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users', MID-PLAINS will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC

shall pay the charges associated with the utilization of OS by CLEC's End Users.

4.9 Suspension of Service

4.9.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the retail tariff rates, terms and conditions for suspension of service at the request of the End User.

4.9.2 MID-PLAINS will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated MID-PLAINS' retail tariff rate for company initiated suspension of service.

4.9.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

4.9.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

4.9.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

5. RESPONSIBILITIES OF MID-PLAINS

5.1 MID-PLAINS shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic mail.

5.2 MID-PLAINS shall implement CLEC service orders within the same time intervals MID-PLAINS uses to implement service orders for similar services for its own End Users.

5.2.1 Methods and procedures for ordering are outlined in the CLEC/TC Order Process Manual. All Parties agree to abide by the procedures contained therein.

5.3 CLEC will have the ability to report trouble for its End Users to the appropriate MID-PLAINS' trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC End Users calling MID-PLAINS will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch MID-PLAINS' network facilities, including those on End User premises.

5.3.1 Methods and procedures for trouble reporting are outlined in the CLEC/TC Order Process Manual. All Parties agree to abide by the procedures contained therein.

5.4 MID-PLAINS shall make Telecommunications Services that MID-PLAINS provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations.

5.5 CLEC's End User's activation of Call Trace shall be handled by the MID-PLAINS' operations centers responsible for handling such requests. MID-PLAINS shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.

5.5.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

5.5.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, if CLEC withholds requested information from law enforcement agencies or fails to respond to law enforcement agency requests, CLEC shall indemnify MID-PLAINS against any Claim that insufficient information led to inadequate prosecution.

5.6 MID-PLAINS shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

6. RESPONSIBILITIES OF CLEC

6.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations,

and shall assume responsibility for applicable charges as specified in Section 258(b) of the Act. MID-PLAINS shall abide by the same applicable laws and regulations.

- 6.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies MID-PLAINS or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User.

6.2.1 MID-PLAINS shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. An LOA is one such proper form of authorization. CLEC shall make any such authorization it has obtained available to MID-PLAINS upon request and at no charge.

- 6.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, MID-PLAINS is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities unless the new End User who takes possession of the same premises elects to retain CLEC as its telecommunications service provider. If a new End User fails to take possession of the premises within 30 days or if the new End User fails to select a telecommunications service provider within 30 days, MID-PLAINS may reclaim the facilities.

- 6.4 The Parties shall comply with any FCC or Commission regulations related to the investigation of any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party.

- 6.5 Should MID-PLAINS receive an order from CLEC for services under this Appendix, and MID-PLAINS is currently providing the same services to another local service provider for the same End User, CLEC agrees that MID-PLAINS may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 6.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from MID-PLAINS.

- 6.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided,

however, CLEC shall not be responsible for payment of charges for any retail services furnished by MID-PLAINS directly to End Users and billed by MID-PLAINS directly to End Users.

- 6.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by MID-PLAINS for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by MID-PLAINS.
- 6.7 MID-PLAINS shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by MID-PLAINS directly to End Users and billed by MID-PLAINS directly to End Users.
 - 6.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 6.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 6.9 CLEC shall be responsible for providing to its End Users and to MID-PLAINS a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
 - 6.9.1 In the event that CLEC's End Users contact MID-PLAINS with regard to repair requests, MID-PLAINS shall inform such End Users to call CLEC and shall provide CLEC's contact number.

- 6.10 Except where otherwise required by law, CLEC shall not, without MID-PLAINS' prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of MID-PLAINS or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with MID-PLAINS in the provision of Telecommunications Services to CLEC's customers.
- 6.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 6.12 CLEC will provide forecasts to MID-PLAINS every January and July in a format mutually agreed to by the Parties. These written forecasts will be based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.

7. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 7.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX ROW

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APPENDIX RIGHTS-OF-WAY, CONDUITS AND POLES (ROW)

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix sets forth the terms and conditions for Rights of Way (ROW), Conduits and Poles provided by MID-PLAINS and CLEC.
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with ROW are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. STRUCTURE AVAILABILITY

- 2.1 MID-PLAINS shall make available access to poles, ducts, conduits and Rights-of-way along MID-PLAINS' distribution network that are owned or controlled by MID-PLAINS (individually and collectively, "Structure") for the placement of CLEC's wires, cables and related facilities (individually and collectively, "Attachments").
 - 2.1.1 "Rights-of-way" means (i) a legal interest of MID-PLAINS in property of others, such as an easement or license, suitable for use for communications distribution facilities or (ii) MID-PLAINS' owned or leased property if such property is used for communications distribution facilities; provided, however, it does not generally include controlled environment vaults, remote equipment buildings, huts or enclosures, cross-connect cabinets, panels and boxes, equipment closets or enclosures in buildings or any like or similar equipment enclosures or locations, or the ducts or conduit connecting any of the foregoing to manholes or conduit runs between manholes.
 - 2.1.2 The availability of MID-PLAINS' Structure for CLEC's Attachments is subject to and dependent upon all rights, privileges, franchises or authorities granted by governmental entities with jurisdiction, existing and future agreements with other persons not inconsistent with Section 14, all interests in property granted by persons or entities public or private, and Applicable Law, and all terms, conditions and limitations of any or all of the foregoing, by which MID-PLAINS owns and controls Structure or interests therein.

2.2 MID-PLAINS will not make Structure available:

2.2.1 Where, after taking all reasonable steps to accommodate such request, there is Insufficient Capacity to accommodate the requested Attachment, or

2.2.2 An Attachment cannot be accommodated based upon nondiscriminatorily applied safety, reliability or engineering principles.

2.2.3 For purposes of this Appendix, "Insufficient Capacity" means the lack of existing available space on or in Structure and the inability to create the necessary space by taking all reasonable steps to do so. Before denying a request for access based upon Insufficient Capacity, MID-PLAINS will, in good faith explore potential accommodations with CLEC. If MID-PLAINS denies a request by CLEC for access to its structure for Insufficient Capacity, safety, reliability or engineering reasons, MID-PLAINS will provide CLEC a detailed, written reason for such denial as soon as practicable but, in any event, within forty-five (45) calendar days of the date of such request.

2.3 Franchises, Permits and Consents

2.3.1 CLEC shall be solely responsible to secure any necessary franchises, permits or consents from federal, state, county or municipal authorities and from the owners of private property, to construct and operate its Attachments at the location of the MID-PLAINS' Structure it uses. CLEC shall indemnify MID-PLAINS against loss directly resulting from any actual lack of CLEC's lawful authority to occupy such Rights-of-way and construct its Attachments therein.

2.4 Access and Modifications

2.4.1 Where necessary to accommodate a request for access of CLEC, and provided MID-PLAINS has not denied access as described in Section 2.2, MID-PLAINS will, as set forth below, modify its Structure in order to accommodate the Attachments of CLEC. Upon request, MID-PLAINS may permit CLEC to conduct Field Survey Work and Make Ready Work itself or through MID-PLAINS-approved contractors in circumstances where MID-PLAINS is unable to complete such work in a reasonable time frame. (For purposes of this Agreement, a "modification" shall mean any action that either adds future capacity to, or increases the existing capacity of, a given facility. By way of example, adding a

bracket to a pole that is immediately utilized or adding innerduct to an existing duct does not qualify as a "modification," while adding taller poles, adding new ducts between existing manholes and rebuilding manholes to accommodate additional cables would qualify as a "modification.")

- 2.5 Before commencing the work necessary to provide such additional capacity, MID-PLAINS will notify all other Parties having Attachments on or in the Structure of the proposed modification to the Structure. Where possible, MID-PLAINS shall include in a modification to accommodate CLEC's Attachment(s) those modifications required to accommodate other attaching parties, including MID-PLAINS, that desire to modify their Attachments.
- 2.6 If CLEC requests access to a MID-PLAINS' Right-of-way where MID-PLAINS has no existing Structure, MID-PLAINS shall not be required to construct new poles, conduits or ducts, or to bury cable for CLEC but will be required to make the Right-of-way available to CLEC to construct its own poles, conduits or ducts or to bury its own cable; provided, however, if MID-PLAINS desires to extend its own Attachments, MID-PLAINS will construct Structure to accommodate CLEC's Attachments.
- 2.7 The costs of modifying a Structure to accommodate CLEC's request, an existing or prospective attaching party's request, or the needs of MID-PLAINS, shall be borne by the party requesting such modification, except that if other parties obtain access to the Structure as a result of the modification, such parties shall share in the cost of such modification proportionately with the party initiating the modification. A party, including MID-PLAINS, with a pre-existing Attachment to the Structure to be modified to accommodate CLEC shall be deemed to directly benefit from the modification if, after receiving notification of the modification, it adds to or modifies its Attachment. If a party, including MID-PLAINS, uses the modification to bring its Structure or Attachment into compliance with applicable safety or other requirements, it shall be considered as sharing in the modification and shall share the costs of the modification attributable to its upgrade. Notwithstanding the foregoing, an attaching party, including MID-PLAINS, with a pre-existing Attachment to the Structure shall not be required to bear any of the costs of rearranging or replacing its Attachment if such rearrangement or replacement is necessitated solely as a result of an additional Attachment or the modification of an existing Attachment sought by another attaching party, including CLEC. If an attaching party, including MID-PLAINS, makes an Attachment to the Structure after the completion of the modification, such party shall share proportionately in the cost of the modification if such modification rendered the added attachment possible.

- 2.8 All modifications to MID-PLAINS' Structure will be owned by MID-PLAINS. CLEC and other parties, including MID-PLAINS, who contributed to the cost of a modification, may recover their proportionate share of the depreciated value of such modifications from parties subsequently seeking Attachment to the modified structure.

3. INSTALLATION AND MAINTENANCE RESPONSIBILITIES

- 3.1 CLEC shall, at its own expense, install and maintain its Attachments in a safe condition and in thorough repair so as not to conflict with the use of the Structure by MID-PLAINS or by other attaching parties. Work performed by CLEC on, in or about MID-PLAINS' Structures shall be performed by properly trained, competent workmen skilled in the trade. MID-PLAINS will specify the location in or on the Structure where CLEC's Attachment shall be placed, which location shall be designated in a nondiscriminatory manner. CLEC shall construct each Attachment in conformance with the permit issued by MID-PLAINS for such Attachment. Other than routine maintenance and service wire Attachments, CLEC shall not modify, supplement or rearrange any Attachment without first obtaining a permit therefore. CLEC shall provide MID-PLAINS with notice before entering or climbing any Structure for construction or maintenance purposes.

3.2 Installation and Maintenance Standards

- 3.2.1 CLEC's Attachments shall be installed and maintained in accordance with the rules, requirements and specifications of the National Electrical Code, National Electrical Safety Code, the FCC, the Commission, the Occupational Safety & Health Act and the valid and lawful rules, requirements and specifications of any other governing authority having jurisdiction over the subject matter.

4. ACCESS REQUESTS

- 4.1 Any request by CLEC for access to MID-PLAINS' Structure shall be in writing and submitted to MID-PLAINS. MID-PLAINS may prescribe a reasonable process for orderly administration of such requests. Each CLEC's Attachment to MID-PLAINS' Structure shall be pursuant to a permit issued by MID-PLAINS for each request for access. The MID-PLAINS' Manager- Network Operations shall be responsible for processing requests for access to MID-PLAINS' Structure, administration of the process of delivery of access to MID-PLAINS' Structure and for all other matters relating to access to MID-PLAINS' Structure. In the event

of disputes that cannot be resolved with the MID-PLAINS' Manager-Network Operations, either Party may invoke the dispute resolution procedures in the General Terms and Conditions of this Agreement. CLEC shall provide MID-PLAINS with notice before entering any MID-PLAINS' Structure.

5. UNUSED SPACE

- 5.1 Except for maintenance ducts as provided in Section 6 and ducts required to be reserved for use by municipalities, all useable but unused space on Structure owned and controlled by MID-PLAINS shall be available for the Attachments of CLEC, MID-PLAINS or other providers of Telecommunications Services, cable television systems and other persons that are permitted by Applicable Law to attach. CLEC may provide MID-PLAINS with a two (2)-year rolling forecast of its growth requirements for Structure that will be reviewed jointly on an as need basis.

6. MAINTENANCE DUCTS

- 6.1 If currently available, one duct and one inner-duct in each conduit section shall be kept vacant as maintenance ducts. If not currently available and additional ducts are added, maintenance ducts will be established as part of the modification. Maintenance ducts shall be made available to CLEC for maintenance purposes if it has a corresponding Attachment.

7. APPLICABILITY

- 7.1 The provisions of this Appendix shall apply to all MID-PLAINS' Structure now occupied by CLEC.

8. OTHER ARRANGEMENTS

- 8.1 CLEC's use of MID-PLAINS' Structure is subject to any valid, lawful and nondiscriminatory arrangements MID-PLAINS may now or hereafter have with others pertaining to the Structure.

8.2 Cost of Certain Modifications

- 8.2.1 If MID-PLAINS is required by a governmental entity, court or Commission to move, replace or change the location, alignment or grade of its conduits or poles, each Party shall bear its own expenses of relocating its own equipment and facilities. If a move of CLEC's Attachment is required by MID-PLAINS or another

attaching party, CLEC shall move its Attachment, at the expense of the party requesting such move, within thirty (30) days after notification of the required move. If CLEC fails to move its Attachment within the foregoing period, CLEC authorizes MID-PLAINS to move such Attachment at CLEC's expense.

9. MAPS AND RECORDS

- 9.1 MID-PLAINS will provide CLEC, at CLEC's request and expense, with access to maps, records and additional information relating to its Structure; provided that MID-PLAINS may redact any Proprietary Information (of MID-PLAINS or third parties) contained or reflected in any such maps, records or additional information before providing access to such information to CLEC. MID-PLAINS does not warrant the accuracy or completeness of information on any maps or records. Maps, records and additional information are provided solely for the use by CLEC and such materials may not be resold, licensed or distributed to any other person.

10. OCCUPANCY PERMIT

- 10.1 CLEC occupancy of Structure shall be pursuant to a permit issued by MID-PLAINS for each requested Attachment. Any such permit shall terminate:
- 10.1.1 If CLEC's franchise, consent or other authorization from federal, state, county or municipal entities or private property owners is terminated,
- 10.1.2 If CLEC has not placed and put into service its Attachments within one hundred eighty (180) days from the date MID-PLAINS has notified CLEC that such Structure is available for CLEC's Attachments, provided that CLEC may request from MID-PLAINS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be made. If no other party requires the space requested by CLEC at the time of the extension, MID-PLAINS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.
- 10.1.3 If CLEC ceases to use such Attachments for any period of one hundred eighty (180) consecutive days, provided that CLEC may request from MID-PLAINS a single extension of up to 180 days at which time CLEC shall provide a revised schedule showing when the attachments will be put back into service. If no other party

requires the space requested by CLEC at the time of the extension, MID-PLAINS shall grant the extension. If another party has requested space which cannot be provided unless CLEC relinquishes its space, the extension will not be granted.

- 10.1.4 If CLEC fails to comply with a material term or condition of this Appendix and does not correct such noncompliance within sixty (60) days after receipt of notice thereof from MID-PLAINS.
- 10.2 If MID-PLAINS ceases to have the right or authority to maintain its Structure, or any part thereof, to which CLEC has Attachments, MID-PLAINS shall:
 - 10.2.1 Provide CLEC notice within ten (10) Business Days after MID-PLAINS has knowledge of such fact and
- 10.3 MID-PLAINS will provide CLEC with at least sixty (60) days written notice prior to:
 - 10.3.1 Terminating a permit for an Attachment, terminating service to a CLEC Attachment, or removal of an Attachment in each case for a breach of the provisions of this Appendix,
 - 10.3.2 Any increase in the rates for Attachments to MID-PLAINS' Structure permitted by the terms of this Appendix, or
 - 10.3.3 Any modification to MID-PLAINS' Structure to which CLEC has an Attachment, other than a modification associated with routine maintenance or as a result of an emergency.
- 10.4 If CLEC surrenders its permit for any reason (including forfeiture under the terms of this Appendix), but fails to remove it's Attachments from the Structure within one hundred eighty (180) days after the event requiring CLEC to so surrender such permit, MID-PLAINS shall remove CLEC's Attachments at CLEC's expense.
- 10.5 If MID-PLAINS discovers that CLEC has placed an Attachment on MID-PLAINS' Structure without a valid permit, MID-PLAINS shall notify CLEC of the existence of such unauthorized Attachment and CLEC shall pay to MID-PLAINS within ten (10) Business Days after receipt of such notice an unauthorized Attachment fee equal to three (3) times the annual attachment fee for an authorized Attachment.
- 10.6 Within the foregoing period, CLEC shall also apply for an Occupancy Permit for the unauthorized Attachment.

- 10.7 In addition, CLEC shall go through the process of any Make Ready Work that may be required for the unauthorized Attachment.
- 10.8 If CLEC fails to pay the unauthorized Attachment fee or apply for the required Occupancy Permit within the foregoing period, MID-PLAINS shall have the right to remove such unauthorized Attachment from MID-PLAINS' Structure at CLEC's expense.

11. INSPECTIONS

- 11.1 MID-PLAINS may make periodic inspections of any part of the Attachments of CLEC located on MID-PLAINS' Structure. Where reasonably practicable to do so, MID-PLAINS shall provide prior written notice to CLEC of such inspections.
- 11.2 If CLEC's facilities are in compliance with this Appendix, there will be no charges incurred by CLEC for the periodic inspection. If CLEC's facilities are not in compliance with the Appendix, MID-PLAINS may charge CLEC for the costs (as defined in Section 252 (d) of the Act) of such inspections. The costs of periodic inspections will be paid for by those CLECs with 2% or greater of their Attachments in violation. The amount paid by the CLEC shall be the percentage that their violations bear to the total violations of all CLECs found during the inspection.

12. DAMAGE TO ATTACHMENTS

- 12.1 Both CLEC and MID-PLAINS will exercise precautions to avoid damaging the Attachments of the other or to any MID-PLAINS' Structure to which CLEC obtains access hereunder. The Party damaging the Attachments of the other Party shall be responsible to such other Party therefore.

13. CHARGES

- 13.1 MID-PLAINS' charges for Structure provided hereunder shall be determined in compliance with the regulations issued in the Report and Order *In the Matter of Implementation of Section 703(e) of the Telecommunications Act of 1996*, CS Docket No. 97-151 Amendment of the Commission's Rules and Policies Governing Pole Attachments Adopted: February 6, 1998 Released: February 6, 1998. MID-PLAINS reserves the right to adjust the charges for Structure provided hereunder consistent with the foregoing. Notwithstanding the foregoing, MID-PLAINS reserves the right to price on a case-by-case basis any extraordinary Attachment to Structure. An "Extraordinary Attachment" is

any Attachment to Structure that is not typical of Attachments commonly made to Structure and that impacts the usability of the Structure in excess of a typical Attachment or that presents greater than typical engineering, reliability or safety concerns to other attaching parties or users of the Structure. A deposit shall be required from CLEC for map preparation, field surveys and Make-Ready Work. If MID-PLAINS considers an Attachment to be an Extraordinary Attachment, MID-PLAINS will give CLEC notice thereof within a reasonable time, not to exceed forty-five (45) days of receiving CLEC's access request for the Attachment. CLEC shall be permitted to respond, and no charges may be assessed unless CLEC agrees to use the attachment.

14. NONDISCRIMINATION

- 14.1 Except as otherwise permitted by Applicable Law, access to MID-PLAINS-owned or controlled Structure under this Appendix shall be provided to CLEC on a basis that is nondiscriminatory to that which MID-PLAINS provides its Structure to itself, its Affiliates, Customers, or any other person.

15. INTERCONNECTION

- 15.1 Upon request by CLEC, MID-PLAINS will permit the interconnection of ducts or conduits owned by CLEC in MID-PLAINS' manholes. However, such interconnection in MID-PLAINS' manholes will not be permitted where modification of MID-PLAINS' Structure to accommodate CLEC's request for interconnection is possible.
- 15.2 Except where required herein, requests by CLEC for interconnection of CLEC's Attachments in or on MID-PLAINS' Structure with the Attachments of other attaching parties in or on MID-PLAINS' Structure will be considered on a case-by-case basis and permitted or denied based on the applicable standards set forth in this Appendix for reasons of Insufficient Capacity, safety, reliability and engineering. MID-PLAINS will provide a written response to CLEC's request within forty-five (45) calendar days of MID-PLAINS' receipt of such request.
- 15.3 CLEC shall be responsible for the costs to accommodate any interconnection pursuant to this Section 15.

16. COST IMPUTATION

- 16.1 MID-PLAINS will impute costs consistent with the rules under Section 224 (g) of the Act.

17. STRUCTURE ACCESS CENTER

- 17.1 Request for access to MID-PLAINS' Structure shall be made through MID-PLAINS' Manager-Network Operations, which shall be CLEC's single point of contact for all matters relating to CLEC's access to MID-PLAINS' Structure. The Manager-Network Operations shall be responsible for processing requests for access to MID-PLAINS' Structure, administration of the process of delivery of access to MID-PLAINS' Structure and for all other matters relating to access to MID-PLAINS' Structure.

18. STATE REGULATION

- 18.1 The terms and conditions in this Appendix shall be modified through negotiations between the Parties to comply with the regulation of the state of Wisconsin in which MID-PLAINS owns or controls Structure to which CLEC seeks access if such state meets the requirements of Section 224 (c) of the Act for regulating rates, terms and conditions for pole attachments and so certifies to the FCC under Section 224 (c) of the Act and the applicable FCC rules pertaining thereto. Until the terms and conditions of this Appendix are renegotiated, the rules, regulations and orders of such state so certifying shall supersede any provisions herein inconsistent therewith.

19. ABANDONMENT, SALES, OR DISPOSITIONS

- 19.1 MID-PLAINS shall notify CLEC of the proposed abandonment, sale or other intended disposition of any Structure. In the event of a sale or other disposition of the conduit system or pole, MID-PLAINS shall condition the sale or other disposition to include and incorporate the rights granted to CLEC hereunder.

20. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

- 20.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

APPENDIX UNE

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**APPENDIX UNE
(UNBUNDLED NETWORK ELEMENTS)**

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective as of July 1, 2002.
- 1.2 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which MID-PLAINS agrees to furnish CLEC with access to UNEs. CLECs seeking to provide local exchange service to End Users through use of multiple MID-PLAINS' UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from MID-PLAINS. CLEC's shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with MID-PLAINS' network. For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 1.4 Except in the case of amendment pursuant to the terms of this Agreement, the list of UNEs to be provided and the terms and conditions for providing the UNEs are as set forth herein.

2. GENERAL TERMS AND CONDITIONS

- 2.1 MID-PLAINS and CLEC may agree to connect CLEC's facilities with MID-PLAINS' network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service.
- 2.2 MID-PLAINS will provide CLEC nondiscriminatory access to UNEs:
 - 2.2.1 At any technically feasible point;
 - 2.2.2 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory;
 - 2.2.3 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE;

- 2.2.4 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge;
- 2.2.5 With technical information regarding MID-PLAINS' network facilities to enable CLEC to achieve access to UNEs;
- 2.2.6 Without limitations, restrictions, or requirements on requests that would impair CLEC's ability to provide a Telecommunications Service in a manner it intends;
- 2.2.7 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers;
- 2.2.8 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which MID-PLAINS provides such elements to itself.
- 2.2.9 Only to the extent it has been determined by the FCC or Commission that these elements are required by the "necessary" and "impair" standards of the Act. In the event that the FCC or Commission changes the list of required unbundled network elements, the Parties shall comply with Section 4.0 of the General Terms and Conditions to make the necessary revisions to this Appendix.
- 2.3 As provided for herein, MID-PLAINS will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, MID-PLAINS will provide use of that feature, function, or capability for a period of time.
- 2.4 MID-PLAINS will maintain, repair, or replace UNEs as provided for in this Agreement.
- 2.5 Where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what MID-PLAINS provides itself or any subsidiary, affiliate, or other party.
- 2.6 Each Party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.
- 2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of MID-PLAINS.

2.8 MID-PLAINS will not connect to or combine UNE's with any non-251 (c)(3) or other MID-PLAINS' service offerings.

2.9 Provisioning/Maintenance of Unbundled Network Elements

2.9.1 Access to UNEs is provided under this Agreement over such routes, technologies, and facilities as MID-PLAINS may elect at its own discretion, provided that such routes, technologies and facilities are non-discriminatory with respect to the way MID-PLAINS provides services to its own end users, affiliates, or other carriers. MID-PLAINS will provide access to UNEs where technically feasible. Where facilities and equipment are not available, MID-PLAINS shall not be required to provide UNEs. However, CLEC may request and, to the extent required by law, MID-PLAINS may agree to provide UNEs, through the Bona Fide Request (BFR) process. All of the UNEs provided for under this Agreement shall be presumed to be technically feasible within the MID-PLAINS' exchange areas.

2.9.2 Subject to the terms herein, MID-PLAINS is responsible only for the installation, operation and maintenance of the Unbundled Network Elements it provides. MID-PLAINS is not otherwise responsible for the Telecommunications Services provided by CLEC through the use of those UNEs.

2.9.3 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to the telecommunications service provider of End User's choice. CLEC agrees to relinquish control of any such UNE concurrent with End User's selection of a different telecommunications service provider or within 45 days if the End User fail to select a new telecommunications service provider.

2.9.4 CLEC shall make available at mutually agreeable times the UNEs provided pursuant to this Appendix in order to permit MID-PLAINS to test and make adjustments appropriate for maintaining the UNEs in satisfactory operating condition. Any interruptions involved during such testing and adjustments shall be no longer than reasonably necessary.

2.9.5 In the event of interference or impairment of the quality of service between services or facilities of CLEC and MID-PLAINS the Parties agree to the following:

2.9.5.1 The Party that first becomes aware of the interference will provide notice to the other Party as soon as possible.

2.9.5.2 The Parties will work cooperatively to determine the source of the interference and to implement mutually agreeable solutions that provide for the minimum negative impact to either Party's products and services. However, CLEC acknowledges that multiple carriers connect to MID-PLAINS' network and in some instances the solution that minimizes the impact to the greatest number of carriers and end users may require that a facility, product, or service of CLEC be temporarily disconnected until the interference can be corrected.

2.9.5.3 If the Parties are unable to agree upon a solution, either Party may invoke the dispute resolution provisions of the Agreement, provided that a Party may apply for injunctive relief immediately if such is required to prevent irreparable harm.

2.9.6 When a MID-PLAINS' provided tariffed or resold service is replaced by CLEC's facility based service using any MID-PLAINS' provided UNE(s), CLEC shall issue an appropriate service request, which shall serve to both disconnect the existing service and connect new service to CLEC's End User. This request will be processed by MID-PLAINS, and CLEC will be charged the applicable UNE service order charge one time, in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using MID-PLAINS' provided UNEs is converted to a different CLEC's service which also uses any MID-PLAINS' provided UNE, the requesting CLEC shall issue an appropriate service request which shall serve to both disconnect the existing service and connect new service to the requesting CLEC's End User. This request will be processed by MID-PLAINS and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

2.9.7 CLEC shall connect equipment and facilities that are compatible with the MID-PLAINS' Network Elements and shall use UNEs in accordance with the applicable regulatory standards and requirements referenced in this Agreement.

2.10 Performance of UNEs

2.10.1 Each UNE will be provided in accordance with MID-PLAINS' technical publications or other written descriptions, if any, as changed from time to time by MID-PLAINS at its sole discretion. All UNEs will be provided at the same rates terms and conditions and with the same quality of service as MID-PLAINS provides for itself, any affiliate or any other telecommunications carrier.

- 2.10.2 Nothing in this Appendix will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98.
- 2.10.3 MID-PLAINS may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be suspended for a period of three days prior and three days after the conversion date, consistent with the suspension MID-PLAINS places on itself for orders from its customers. MID-PLAINS will provide CLEC with at least the notice required under 2.10.2.
- 2.10.4 CLEC will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations, or procedure of MID-PLAINS, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.11 CLEC may order from MID-PLAINS multiple individual Network Elements on a single order without the need to have CLEC send an order for each such Unbundled Network Element if such Unbundled Network Elements are (i) for a single type of service, (ii) for a single location, and (iii) for the same account and CLEC provides on the order the same detail as required when such Unbundled Network Elements are ordered individually.
- 2.12 MID-PLAINS shall provide a Single Point of Contact ("SPOC") for purposes of problem resolution or escalation at MID-PLAINS' ordering and provisioning center. Each SPOC shall be trained to answer questions and resolve problems in connection with the provisioning, repair and maintenance of Unbundled Network Elements. For each SPOC, CLEC will be provided with telephone number and/or pager. MID-PLAINS shall provide an up to date escalation list via account management. Notice of any changes to the escalation list will be sent according to the notice provisions of this Agreement.
- 2.13 MID-PLAINS will provide CLEC with a Firm Order Confirmation (FOC) for each order. If MID-PLAINS encounters a circumstance where it is aware that it cannot meet the above requirements, MID-PLAINS must provide notice to CLEC. The FOC will contain the MID-PLAINS' commitment date for order completion ("**Committed Due Date**"), which Committed Due Date shall be established on a

nondiscriminatory basis with respect to installation dates for comparable orders at such time.

- 2.14 MID-PLAINS shall provide notification of any instances when MID-PLAINS' Committed Due Dates are in jeopardy of not being met by MID-PLAINS on any element or feature contained in any order for a Unbundled Network Element.
- 2.15 CLEC may request and MID-PLAINS may agree to perform cooperative testing with CLEC (including trouble shooting to isolate any problems) to test Unbundled Network Elements purchased by CLEC in order to identify any performance problems at Time and Material charges as reflected in Appendix Pricing or the applicable tariff.

3. ACCESS TO UNE CONNECTION METHODS

- 3.1 This Section describes the connection methods under which MID-PLAINS agrees to provide CLECs with access on an unbundled basis to loops, and dedicated transport and the conditions under which MID-PLAINS makes these methods available. These methods provide CLEC access to multiple MID-PLAINS' UNEs which the CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

- 3.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, and dedicated transport within a requested MID-PLAINS' Central Office.

3.1.1.1 (Method 1)

MID-PLAINS will extend MID-PLAINS' UNEs requiring cross connection to the CLEC's Physical Collocation Point of Termination (POT) when the CLEC is Physically Collocated within the same Central Office where the UNEs which are to be combined are located.

3.1.1.2 (Method 2)

MID-PLAINS will extend MID-PLAINS' UNEs that require cross connection to the CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

- 3.2 The following terms and conditions apply to all methods when MID-PLAINS provides access pursuant to Sections 3.1.
- 3.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, MID-PLAINS will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.
 - 3.2.2 The CLEC may cancel the request at any time, but will pay MID-PLAINS' reasonable and demonstrable costs for modifying MID-PLAINS' Central Office up to the date of cancellation.
 - 3.2.3 CLEC may elect to access MID-PLAINS' UNEs through Physical Collocation arrangements.
 - 3.2.4 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.
 - 3.2.5 CLEC shall refer trouble sectionalized in the MID-PLAINS' UNE to MID-PLAINS.
 - 3.2.6 Prior to MID-PLAINS providing access to UNEs under this Appendix, CLEC and MID-PLAINS shall provide each other with a point of contact for overall coordination.
 - 3.2.7 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.
 - 3.2.8 All tools, procedures, and equipment used by CLEC to connect to MID-PLAINS' network shall comply with technical standards of MID-PLAINS to reduce the risk of damage to the network and customer disruption.
 - 3.2.9 CLEC shall be responsible for CLEC's personnel observing MID-PLAINS' site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If MID-PLAINS for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on MID-PLAINS' premises, CLEC shall immediately comply with such request. Such person shall leave MID-PLAINS' premises promptly, and CLEC shall not furnish such person again to perform work on MID-PLAINS' premises without MID-PLAINS' consent.

- 3.2.10 CLEC shall provide positive written acknowledgment that the requirements stated in Section 3.2.9 have been satisfied for each employee requiring access to MID-PLAINS' premises and/or facilities. MID-PLAINS' identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to MID-PLAINS' premises will be granted only to CLEC employees with such identification.
- 3.2.11 CLEC shall designate each network element being ordered from MID-PLAINS. CLEC shall provide a contact to receive assignment information from MID-PLAINS regarding location of the extended UNEs.
- 3.2.12 MID-PLAINS will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with MID-PLAINS shall be referred to such contact numbers.
- 3.2.13 The CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in MID-PLAINS' equipment areas.
- 3.2.14 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.
- 3.2.14.1 Where applicable, costs for modifying a building or preparing the premises for access to MID-PLAINS' UNEs will be made on an individual case basis (ICB).
- 3.2.14.2 MID-PLAINS will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, MID-PLAINS will ensure that the first CLEC obtaining Access to UNEs in a MID-PLAINS' premises will not be responsible for the entire cost of site preparation and security.
- 3.2.14.3 MID-PLAINS will contract for and perform the construction and preparation activities using same or consistent practices that are used by MID-PLAINS for other construction and preparation work performed in the building.

4. AVAILABILITY OF UNDEFINED UNEs

4.1 Any request by CLEC for access to a MID-PLAINS' Network Element that is not already available as provided herein and that MID-PLAINS is required by Applicable Law to provide on an unbundled basis shall be treated as a Network Element Bona Fide Request pursuant to Section 4.2 below. This Bona Fide Request process described in Section 4.2 applies to each Bona Fide Request submitted in the MID-PLAINS' Territory.

4.2 Bona Fide Request Process

4.2.1 A Bona Fide Request ("BFR") is the process by which CLEC may request MID-PLAINS to provide CLEC access to new, undefined UNE, (a "Request"), that is required to be provided by MID-PLAINS under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

4.2.2 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth herein. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

4.2.3 CLEC is responsible for all costs incurred by MID-PLAINS to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate MID-PLAINS for its costs incurred to complete the Preliminary Analysis of the BFR:

4.2.3.1 Include with its BFR Application Form a \$2,000 deposit to cover MID-PLAINS' preliminary evaluation costs, in which case MID-PLAINS, may not charge CLEC in excess of \$2,000 to complete the Preliminary Analysis; or

4.2.3.2 Not make the \$2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by MID-PLAINS to complete the preliminary Analysis (regardless of whether such costs are greater or less than \$2,000).

4.2.4 If CLEC submits a \$2,000 deposit with its BFR, and MID-PLAINS is not able to process the Request or determines that the Request does not qualify for BFR treatment, then MID-PLAINS will return the \$2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than \$2,000, the balance of the deposit will, at the option

of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

- 4.2.5 Upon written notice, CLEC may cancel a BFR at any time, but will pay MID-PLAINS its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date MID-PLAINS received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a \$2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than \$2,000, the remaining balance of the deposit will be, at the option of the CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.
- 4.2.6 MID-PLAINS will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt MID-PLAINS will acknowledge receipt of the BFR and in such acknowledgement, advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once MID-PLAINS has received a complete and accurate BFR Application Form and, if applicable, \$2,000 deposit.
- 4.2.7 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, MID-PLAINS will provide to CLEC a preliminary analysis of such Request (the "Preliminary Analysis"). The Preliminary Analysis will (i) indicate that MID-PLAINS will offer the Request to CLEC or (ii) advise CLEC that MID-PLAINS will not offer the Request. If MID-PLAINS indicates it will not offer the Request, MID-PLAINS will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by MID-PLAINS under the Act and/or, iii) that the BFR is not the correct process for the request.
- 4.2.8 If the Preliminary Analysis indicates that MID-PLAINS will offer the Request, CLEC may, at its discretion, provide written authorization for MID-PLAINS to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by MID-PLAINS within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to MID-PLAINS all demonstrable costs as set forth above.

Any request by CLEC for MID-PLAINS to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

- 4.2.9 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, MID-PLAINS shall provide to CLEC a BFR Quote.
- 4.2.10 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse MID-PLAINS for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix BFR, exercise its rights under Section 10 of the GTC. If MID-PLAINS does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse MID-PLAINS for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).
- 4.2.11 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.
- 4.2.12 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party disputes a determination, or price or cost quote, such Party may seek relief pursuant to Section 10 of the GTC.

5. NETWORK INTERFACE DEVICE

- 5.1 The Network Interface Device (NID) is the unbundled network element that connects MID-PLAINS' loop distribution plant facilities to the End User's premises wiring, and includes all features, functions, and capabilities of the facilities used to connect the loop distribution plant to the premises wiring, regardless of the particular design of the NID mechanism. The NID includes any means of interconnection of the End User's premises wiring to MID-PLAINS' distribution plant. CLEC access to the NID is offered as specified below.
- 5.2 MID-PLAINS will permit CLEC to connect its CLEC provided local loop to customers' inside wiring through MID-PLAINS' NID. The CLEC must establish the connection to MID-PLAINS' NID through an adjoining NID.
- 5.3 CLEC may connect to the customer's inside wire at the MID-PLAINS' NID, as is, at no charge. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by MID-PLAINS based on time and material charges. Such charges are reflected in the Appendix Pricing. MID-PLAINS, at the request

of CLEC, will disconnect the MID-PLAINS' local loop from the NID, at charges reflected in the Appendix Pricing.

5.3.1 MID-PLAINS will move an internal "protector" or "station block" (which are defined as a grandfathered demarcation point that contains a non-jacked end (RJ11 or RJ21) type device) to an external location with a RJ-type device at no charge to the CLEC. MID-PLAINS will perform such work, if it makes a customer premise visit for any reason, unless the customer specifically requests that protector, or station block not be moved. The protector or station block will be replaced with a RJ-jacked type device on an external location and MID-PLAINS will reconnect the new device to the customers existing inside wire, except if the end user specifically directs the location to be internal. This work will be performed at no charge. MID-PLAINS will move a working internal NID to an external location at MID-PLAINS' existing time and material charges on a nondiscriminatory basis for retail and wholesale customers if the CLEC places an order for such work.

5.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC will provide its own NID, and will connect directly with the customer's inside wire, or may connect with the customers inside wire via MID-PLAINS' NID where necessary.

5.5 The MID-PLAINS' NIDs that CLEC uses under this Appendix will be existing NIDs installed by MID-PLAINS to serve its customers.

5.6 Upon request, MID-PLAINS will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a "Premise Visit" charge shall apply at charges reflected in the Appendix Pricing.

5.7 CLEC shall not attach to or disconnect MID-PLAINS' ground. CLEC shall not cut or disconnect MID-PLAINS' loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

6. LOCAL LOOP

6.1 A "loop" is a dedicated transmission path between a distribution frame (or its equivalent) in a MID-PLAINS' Central Office and the loop demarcation point at an End User premises, including any inside wire owned by MID-PLAINS. CLEC agrees to operate each loop type within the technical descriptions specified below. Unbundled loops are offered as specified below. The loop network element includes all features, functions and capabilities of the transmission facilities, [except for those used to provision advanced services, such as DSLAMs] owned by MID-PLAINS, between MID-PLAINS' central office and the loop

demarcation point at the customer premise. MID-PLAINS shall, upon request, condition loops to attain full functionality and capabilities.

- 6.2 MID-PLAINS will provide at the rates, terms, and conditions set out in this Appendix and in the Appendix Pricing, on the following:

6.2.1 2-Wire Analog Loop

6.2.1.1 A 2-Wire analog loop is a transmission path which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

- 6.2.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) MID-PLAINS will, where available, move the requested unbundled Loop(s) to a spare, existing Physical or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, MID-PLAINS will within two (2) business days, excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of available facilities.

6.2.3 2-Wire Digital Loop

6.2.3.1 A 2-Wire 160 Kbps digital loop is a transmission path which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

6.2.3.2 A 2 Wire 1.544 Mbps Digital Loop is a transmission path which facilitates the transmission of a 1.544 Mbps signal over a 2 wire, non-loaded twisted cable pair that meets the industry specifications for 1.544 Mbps transmission. 2 Wire Digital Loops are only available where existing copper facilities meet industry standards for 1.544 Mbps transmissions.

6.2.4 4-Wire Digital Loop

6.2.4.1 A 4-Wire 64 Kbps digital loop is a transmission path which supports transmission of digital signals of up to a maximum binary information rate of 64 Kbps and terminates in a 4-Wire electrical interface at both the Customer premises and on the MDF in MID-PLAINS' End Office.

6.2.5 DSL-Capable Loop

6.2.5.1 DSL-Capable Loop will be provided according to Appendix DSL.

7. INTEROFFICE TRANSPORT

7.1 The Interoffice Transport (IOT) network element is defined as MID-PLAINS' interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned by MID-PLAINS, or requesting CLEC, or between switches owned by MID-PLAINS or CLEC. IOT will be provided only where such facilities exist at the time of CLEC request

7.2 MID-PLAINS will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

7.3 Unbundled Dedicated Transport

7.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by MID-PLAINS or between a Wire Center or switch owned by MID-PLAINS and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services, except as otherwise specifically set out herein.

7.3.2 MID-PLAINS will provide Dedicated Transport as a point to point circuit dedicated to the CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps).

8. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

8.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair and billing functions supported by MID-PLAINS' databases and information. MID-PLAINS will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS.

9. CROSS CONNECTS

9.1 The applicable Loop cross connects to point of access for the purpose of CLEC combining a MID-PLAINS' Loop with another MID-PLAINS' UNE are as follows:

9.1.1 2-Wire Analog Loop to UNE Connection Methods point of access

9.1.2 2-Wire 1.544 Mbps Digital Loop to UNE Connection Methods point of access

9.1.3 2-Wire Digital Loop to UNE Connection Methods point of access

9.1.4 4 -Wire Digital Loop to UNE Connection Methods point of access

10. MAINTENANCE OF ELEMENTS

- 10.1 If trouble occurs with unbundled network elements provided by MID-PLAINS, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in MID-PLAINS' equipment and/or facilities, CLEC will issue a trouble report to MID-PLAINS.
- 10.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and MID-PLAINS dispatches personnel to the End User's premises or a MID-PLAINS' Central Office and trouble was not caused by MID-PLAINS' facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable tariffs.
- 10.3 CLEC shall pay Time and Material charges when MID-PLAINS dispatches personnel and the trouble is in equipment or communications systems owned or leased by the end user, unless covered under a separate maintenance agreement.
- 10.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.
- 10.5 If CLEC issues a trouble report allowing MID-PLAINS access to the End User's premises, MID-PLAINS and CLEC shall schedule an appointment for access to such End User's premises. If MID-PLAINS' personnel are dispatched as scheduled but denied access to the premises, then Time and Material charges will apply for the period of time that MID-PLAINS' personnel are dispatched. Subsequently, if MID-PLAINS' personnel are allowed access to the premises, these charges will still apply.
- 10.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate

categories. Basic Time is work-related efforts of MID-PLAINS performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of MID-PLAINS performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of MID-PLAINS performed other than on a normally scheduled workday.

- 10.7 If CLEC requests or approves a MID-PLAINS' technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

11. APPLICABILITY OF OTHER RATES, TERMS AND CONDITION

- 11.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element:

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix is attached to and part of the Interconnection Agreement between Mid-Plains, Inc. and TDS Metrocom, Inc. dated July 1, 2002. This Appendix is effective July 1, 2002.
- 1.2 This Appendix sets forth terms and conditions that shall apply to switched-based CLEC's or CLECs leasing unbundled switched ports for End User Listings in White Page directories provided by MID-PLAINS and CLEC.
- 1.3 The prices at which MID-PLAINS agrees to provide CLEC with White Page services are contained in the applicable Appendix Pricing.

2. SERVICE PROVIDED

- 2.1 MID-PLAINS publishes White Pages (WP) directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC wishes to include alphabetical listings information for its End Users in the appropriate MID-PLAINS' White Pages directories.
- 2.2 CLEC also desires distribution to its End Users of the WP directories that include listings of CLEC's End Users.
- 2.3 Subject to MID-PLAINS' practices, as well as the rules and regulations applicable to the provision of WP directories, MID-PLAINS will include in appropriate WP directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and MID-PLAINS' practices are subject to change from time to time.
- 2.4 Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the CLEC shall furnish to MID-PLAINS, in a form acceptable to both Parties, subscriber listing information pertaining to CLEC End Users located within the local directory scope, along with such additional information as MID-PLAINS may require to prepare and print the alphabetical listings of said directory.
- 2.5 CLEC may provide CLEC's subscriber listing information to MID-PLAINS for inclusion in the WP directory via either a mechanical or manual feed of the listing information to MID-PLAINS' directory listing database.
- 2.6 CLEC may choose to have its End User listings alphabetically interfiled (interspersed) with MID-PLAINS' subscriber listings of the WP directory. Sixty

(60) days prior to the business office close date for a particular directory, MID-PLAINS shall provide CLEC a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each CLEC End User. CLEC shall review this verification list and shall submit to MID-PLAINS any necessary additions, deletions or modifications within thirty (30) calendar days of the directory close date.

- 2.7 Each CLEC subscriber will receive one copy per primary End User listing of MID-PLAINS' White Pages directory in the same manner and at the same time that they are delivered to MID-PLAINS' subscribers during the annual delivery of newly published directories. MID-PLAINS has no obligation to provide any additional White Page directories above the directories provided to CLEC or CLEC customers after each annual distribution of newly published White Pages. For White Page directories and/or White Page directories that are co-bound with Yellow Pages, CLEC may provide to MID-PLAINS written specifications of the total number of directories that it will require, at least sixty (60) days prior to the directory close. In that event, MID-PLAINS will deliver the remaining directories included in the CLEC's order in bulk to an address specified by the CLEC.
- 2.8 MID-PLAINS will provide CLEC with 1/8th page in each directory (where the CLEC has or plans to have local telephone exchange customers) for the CLEC to include CLEC specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other CLECs. At its option, CLEC shall provide MID-PLAINS with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of CLEC's camera-ready copy shall be subject to MID-PLAINS' approval.
- 2.9 At its request, CLEC may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where CLEC provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than MID-PLAINS' "Informational Pages". Sixty (60) calendar days prior to the directory close date, the CLEC shall provide to MID-PLAINS the "Informational Page" in the form of camera-ready copy.

3. USE OF SUBSCRIBER LISTING INFORMATION

- 3.1 CLEC authorizes MID-PLAINS to include and use the subscriber listing information provided to MID-PLAINS pursuant to this Appendix in MID-PLAINS' appropriate printed WP directory. Included in this authorization is the exchange of extended area service listings MID-PLAINS provides for Independent Company directory publications and release of CLEC listings to requesting competing carriers as required by Section 251(b)(3) and any applicable

state regulations and orders. Also included in this authorization is MID-PLAINS' use of CLEC's subscriber listing information in MID-PLAINS' current and future directory.

4. PRICING

- 4.1 The rates for the services described herein are identified in Appendix PRICING. If CLEC provides its subscriber listing information to MID-PLAINS' listings database, MID-PLAINS will assess a per book copy, per subscriber line, charge at the time newly published directories are distributed to CLEC End Users listed in the directory, plus an annual, per book copy charge at the time directories are delivered in bulk to CLEC. Included in this rate, CLEC will receive for its End User, one primary listing in MID-PLAINS' WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either CLEC's End Users, or in bulk to the CLEC location. MID-PLAINS has no obligation to warehouse WP directories for CLEC or provide WP directories to CLEC's End Users subsequent to the annual distribution of newly published directories.
- 4.2 MID-PLAINS has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Section 2.7 above. While MID-PLAINS has no obligation to provide WP directories to CLEC or CLEC End Users after the annual distribution of newly published directories, MID-PLAINS will in good faith attempt to accommodate CLEC requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.7 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, MID-PLAINS will provide the directories in bulk to CLEC and will assess a per book charge.
- 4.3 Where a CLEC End User requires additional listings to appear in the WP directory, MID-PLAINS will assess CLEC a charge for such listings at existing MID-PLAINS' tariff rates. In addition, for those CLEC End Users served by CLEC via a MID-PLAINS' unbundled switch port, CLEC may elect to have its End User unlisted and the listing not published in MID-PLAINS' WP directory at MID-PLAINS' tariff rate for those nonpublished, nonlisted services.

5. ASSIGNMENT

- 5.1 Except as stated in Section 3 herein, MID-PLAINS shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall MID-PLAINS authorize any other company or any person to use the subscriber listing information for any other purpose. MID-PLAINS shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures MID-PLAINS takes to protect its own

listings from unauthorized use), whether by MID-PLAINS, its agents, employees or others.

6. LIABILITY

- 6.1 CLEC hereby releases MID-PLAINS from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to MID-PLAINS under this Appendix, and/or CLEC's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 6.2 CLEC shall indemnify, protect, save harmless and defend MID-PLAINS (or MID-PLAINS' officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and MID-PLAINS, and/or against MID-PLAINS alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP directory, MID-PLAINS may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse MID-PLAINS for reasonable attorney's fees and other expenses incurred by MID-PLAINS in handling and defending such demand, claim and/or suit.
- 6.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

7. BREACH OF CONTRACT

- 7.1 If either Party is found to have materially breached this Appendix, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of MID-PLAINS' WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

8. TERM

- 8.1 This Appendix shall continue in force for one (1) year or until terminated by sixty (60) calendar days prior written notice by either Party to the other. Upon termination, MID-PLAINS shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by CLEC, and shall promptly return such subscriber listing information to the CLEC.
- 8.2 Upon termination of the interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within sixty (60) calendar days of termination.

9. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 9.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.